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Evidence in Passing-off Cases.

WE RECENTLY (*ante*, p. 312) discussed the important decision of the Court of Appeal in Ireland in the case of *Hennessy* v. *Keating*, wherein that court treated as admissible in a passing-off action, and carefully considered, evidence of trade witnesses on the question whether the defendant's label was calculated to deceive—a decision of which we ventured to entirely approve. This case has since come before the House of Lords, and the appeal to that tribunal was dismissed with costs (25 R. P. C. 361). The House of Lords did not say that the Court of Appeal was right in admitting and considering the evidence above-mentioned, but, on the other hand, they did not say that the Court of Appeal was wrong in doing so: in fact the only thing bearing on the matter to be found in any of the judgments is the following remark of the Lord Chancellor: "It would not help if twenty witnesses were called to say that in their opinion there was imitation. I must act on my own opinion, and I agree with the conclusion arrived at by the Court of Appeal." The Lord Chancellor, therefore, did not take into account the evidence of the witnesses mentioned above, but he agreed with the conclusion arrived at by the Court of Appeal, which conclusion was arrived at after a careful consideration of this evidence.

Comparisons of Handwriting.

THE CASE of *McCullough* v. *Munn* (1908, 2 Ir. Rep., p. 194) is a curious one as to the use of a photographic copy of a libellous letter which had disappeared. In an action for libel contained in a letter alleged to have been written by the defendant, accusing the plaintiff of immorality with the wife of a third person, the defendant traversed writing the letter. The original letter was lost, but a photograph had been taken of it and the envelope in which it was enclosed had been preserved. On the first day of the trial the plaintiff's counsel used the photograph in his speech to the jury, and the jury were allowed to see and examine it. On the following day it transpired that the original letter was lost, and the judge ruled that, though the photograph was evidence of the contents of the letter, it could not be used for comparison of handwriting with the genuine letters of the defendant. The trial resulted in a verdict for the plaintiff. The Divisional Court set aside the verdict and directed a new trial, which resulted in a verdict for the defendant. There was

again a motion for a new trial, and an appeal to the Court of Appeal, when FITZGIBBON, L.J., considered the use and admissibility of photographs as evidence of written documents, and said: "The law recognizes photography as a mechanical means of copying. A photograph, when admissible, is good secondary evidence of the original. The tribunal which tried this case was entitled to see the photograph as secondary evidence of the lost original, and to look at it for the purpose of ascertaining the words of the libel, and the way in which those words were spelled, and the shape and size of the paper on which they were written." But there can be little doubt that the photograph was properly rejected when it was proposed to use it for comparison of handwriting with the genuine letters of the defendant. It may be said that the photographic process is ruled by general laws that are uniform in their operation, and that a likeness is generally obtained of the object set before the camera. But an exact likeness must depend upon the adjustment of the machinery, upon the atmospheric conditions, and the skill of the manipulator. To allow the photograph to be placed before the witness who gives his opinion as to the handwriting would take no account of the risk of errors or differences in the execution of the copy.

Criminal Appeals.

AT THE recent sitting of the Court of Criminal Appeal it was made quite clear that appeals from sentences, especially when passed by experienced judges, will seldom be allowed. It is a serious thing to interfere more than is absolutely necessary with the discretion of judges as to sentences, and so to destroy their sense of responsibility. The prerogative of mercy is not affected by the Act; and where it is desired, in order to gain a reduction of sentence, to put forward appeals *ad misericordiam*, such as conditions of health, trouble of mind, and so forth, the matter ought to be brought to the notice of the Home Secretary in the hitherto accustomed way, and not brought before the Court of Criminal Appeal. As to purely frivolous appeals against sentences, it must be remembered that the court has power under the Act, in reconsidering such appeals, to substitute a more severe sentence for the sentence passed at the trial. In one appeal at a recent sitting, when the case was called on, counsel for the prisoner asked for leave to withdraw the appeal. In allowing it to be withdrawn the court intimated that counsel had acted wisely, as it was a case in which they might have exercised their power of increasing the sentence if the appeal had been persisted in. If there are many unfounded appeals against sentences, it will probably be found advisable to make a few examples by increasing, instead of reducing, the term of imprisonment. Probably a very few such examples will inculcate caution in instituting appeals against sentences. There is, however, another provision of the Act which tends in some degree to discourage appeals against sentence. An appellant who is not admitted to bail is entitled to be treated specially in prison, while awaiting the hearing of his appeal. But whether an appellant is admitted to bail or detained in prison under such special treatment pending the hearing, the time during which he is at large or under that treatment does not count as part of his term of imprisonment unless the court otherwise directs. Therefore, unless the appellant is admitted to bail, which is not likely to be granted where the appeal is only as to the sentence, he probably by appealing increases the total length of his imprisonment. In one of the recent unsuccessful appeals against sentence, the court specially ordered that the term of imprisonment should run from the day on which the appeal was heard. There can be no doubt that sentences are often passed upon convicted persons which are unduly severe. Every one, however, who has had experience knows that these sentences are usually passed at quarter sessions, and by chairmen or recorders generally either of small experience or holding peculiar views. We have no doubt that some of these sentences will be cut down by the court, and that the Act will oblige such judges to exercise more discretion in their judgments or conform more to the standards set up by the High Court judges.

Rights of Plaintiffs *Inter Se*.

A CURIOUS question was decided by the Court of Appeal in *Seal & Edgelow* v. *Kingston* (reported elsewhere) with reference to the rights of co-plaintiffs between themselves. The plaintiffs had been in partnership as solicitors, and after the dissolution of the partnership one of them brought the action in the firm's name to recover costs alleged to be due from the defendant. Of the two plaintiffs, therefore, one was a real and the other a nominal plaintiff, and the nominal plaintiff alleged that the action was instituted without his authority or consent. In the ordinary course an order was made for mutual discovery of documents, and the real plaintiff made an affidavit of documents, but the nominal plaintiff declined to assist by making a similar affidavit. This resulted in an application by the defendant to have the action dismissed for non-compliance by the plaintiffs with the order for discovery. The real plaintiff being thus in danger of losing his action through the default of the nominal co-plaintiff, his former partner, applied to commit him for non-compliance with the order for discovery. Such a proceeding, as between co-plaintiffs, is certainly unusual, and it was objected that the court had no jurisdiction to attach one plaintiff at the suit of another. But the Court of Appeal did not give effect to the objection. It followed from the relation of partnership that the one partner was at liberty to use the name of the other as plaintiff upon giving an indemnity against costs, notwithstanding that the partnership had been dissolved. "One of several partners," said BAYLEY, B., in *Whitehead* v. *Hughes* (2 Cr. & M. 318), "has a clear right to use the names of the other partners. If they object to their names being used, they may apply for an indemnity against the costs to which they might be subjected by the use of their names." And by section 38 of the Partnership Act, 1890, it is provided that, after the dissolution of a partnership, the authority of each partner to bind the firm continues, notwithstanding the dissolution, so far as may be necessary to wind up the affairs of the partnership. In the course of the proceedings an indemnity had been given by the real plaintiff to the nominal plaintiff in a form approved by the latter, so that this requirement had been complied with. The real plaintiff, being thus justified in using his former partner's name, was entitled to look to the former partner to do whatever appertained to his position as plaintiff in the action, and upon the former partner refusing, the court had jurisdiction to compel compliance by attachment.

Part Payment by Cheque and the Statute of Limitations.

THE AUTHORITIES on the exclusion of the Limitation Act, 1623, by virtue of part payment of the debt, represent a consistent, though perhaps not very convenient doctrine, and it would seem that the recent case of *Marreco* v. *Richardson* (*ante*, p. 516) was hardly capable of any other result than that at which BRAY, J., and the Court of Appeal arrived. The statute, as is well known, contains no provision for the extension of the six years' period of limitation by acknowledgment or part payment, and since in practice such an extension is necessary, it has been effected by means of the doctrine of implied promise; so that an acknowledgment of a debt, or a payment of interest, or part payment of principal, excludes the statute if it is made under such circumstances that a promise to pay the debt or the balance, as the case may be, can be implied; subject to the requirement of the Statute of Frauds Amendment Act, 1828, that, where reliance is placed on an acknowledgment, this must be in writing. In the present case the debt was for costs incurred more than six years before the action which was commenced on the 18th of June, 1906. On the 10th of May, 1900, the debtor gave a cheque on account, dated the 20th of May, with an arrangement that it should not be presented before the 20th of June. On this last date it was presented and paid. If, therefore, a promise to pay the balance could be inferred as being made at the date of payment of the cheque, the action was in time, if not, it was barred. At first sight the question is not a little puzzling, for the debtor intervenes at both dates in the transaction—the delivery of the cheque and the providing for payment at the arranged time. But in fact the first seems to be the only occasion on which a promise to pay can be implied. The delivery of the cheque is conditional payment, and the parties are then in a position to make a new contract for payment of the balance. When the debtor provides at the agreed date for payment of the cheque he does this in fulfilment of his obligation and not with the view of making a new promise. It has, accordingly, been held, in the case of a bill of

exchange, that the new promise is implied at the date when the bill is drawn, not when it is paid: *Gowan* v. *Forster* (3 B. & Ad. 507), *Turney* v. *Dodwell* (3 E. & B. 136). The Court of Appeal decided in the same sense with regard to the cheque in the present case, with the result that the implied promise was made on the 10th of May, 1900, and the action, consequently, was too late.

The Civil Procedure of the American Courts.

MR. TAFT, Secretary of State and the Republican candidate for the Presidency of the United States at the next election, is not satisfied with the administration of the civil law on his side of the Atlantic, and referred to it in a recent discussion on the delays and defects of the enforcement of the law. He considers that there is much more delay than is necessary in the courts of first instance and in the intermediate appellate court. In the first place, the codes of procedure are much too elaborate. The code of the State of New York is burdensome from the number of its sections. A similar defect exists in the civil law. The elaborate Spanish code of procedure which prevailed in the Philippine Islands when they were first occupied by the American Government enabled a dilatory defendant to keep the plaintiff waiting in the vestibule of the courts until time had made justice impossible. Every additional technicality, every additional rule, adds to the expense of litigation; and the expense of a suit involving only a small sum is in proportion far greater than that involving a larger amount. A trial by jury, which is not necessary in half the cases in which it is demanded, is often part of the elaborate machinery necessary for the adjustment and determination of the rights of the parties. It increases the time taken in the disposal of the case, and adds largely to the expense to be incurred by suitors. Mr. TAFT considers that the judges are responsible for much of the delay in the lower courts. He considers that they spend too much time in writing their opinions, adding that in the English courts the ordinary practice is for the judge to deliver his opinion immediately upon the close of the argument—a practice which ought to be enforced, as far as possible, in the American courts of first instance, as it is of much more importance that they should decide promptly than that their decisions should be correct. The English practice makes the judge much more attentive to the argument, and much more likely to give a right decision while the evidence and the arguments are fresh in his mind. In the Philippine Islands the practice has now been adopted of refusing the judge his monthly stipend until he can annex to his receipt for the money a certificate that he has disposed of all the business submitted to him during the previous sixty days. He concludes by affirming that one of the great difficulties in the profession of the law is the disposition of judges and advocates to treat the litigants as made for the courts and the lawyers, and the failure to remember that courts and lawyers are made for the litigants. This discourse is not without interest for Englishmen. Remembering the steady growth of our "White Book," we recognize the difficulties of framing a simple and effective code of procedure. We may be thankful that the judges of our county courts are not in the habit of writing their judgments, and may perhaps think that oral judgments are too much the rule in the superior courts.

Registered Charges of Leasehold Land.

AN ESTEEMED correspondent, whose letter we print elsewhere, propounds one of those puzzling questions of conveyancing practice which the system of registration of title raises. It concerns the position of the registered chargee of registered leasehold property who has apparently taken no security except his registered charge and who wishes to exercise his power of sale. The mortgagor, the registered proprietor of the lease, has been adjudicated bankrupt, and the trustee in bankruptcy has given notice of his intention to disclaim the lease. The ordinary reply to such a notice, in the case of a mortgage by subdemise, is an application by the mortgagee to have the lease vested in himself, and this is a matter which can be accomplished with comparatively little trouble and expense. He is then in a position to exercise his power of sale and to transfer a legal title to the purchaser. But when the leasehold title is registered it is also necessary to effect a change in the registered proprietorship. If the proprietor of a charge obtains an order for foreclosure, then rule 164 of the Land Transfer Rules, 1903, provides that he may be registered as proprietor of the land. In the case of disclaimer by the trustee in bankruptcy, followed by a vesting order in favour of the mortgagee, the effect is practically the same as foreclosure, but the case is not within the rule, and it would seem, as our correspondent suggests, that an application will have to be made for rectification of the register. If the trustee in bankruptcy has been registered as proprietor, then apparently, upon his disclaimer and the making of the vesting order, the necessary entry in favour of the chargee would be made in the register under rule 199. If he has not been registered the entry might perhaps have been made under rule 151. But the application of these rules to the case is by no means clear. Our correspondent suggests that the trouble would have been avoided had the chargee taken, with his registered charge, an unregistered assignment of the property—that is, we presume, for the whole residue of the lease. But of course this would have subjected him to the legal liability for rent and covenants which it is the object of a mortgagee to avoid, and which he usually avoids by taking a mortgage by sub-demise. In practice we imagine the registered charge should be accompanied by an unregistered mortgage by sub-demise, notice of the mortgage sub-term being entered on the register. The mortgage will contain the usual trust of the nominal reversion, and power of attorney or other device to transfer it, and the mortgagee would thus be able to procure himself to be registered as proprietor when circumstances made this necessary.

Specially-indorsed Writs.

OCCASIONALLY it may be necessary to go back to the ancient intricacies of procedure in order to elucidate some point of law at the present day, but any attempt to construe in this way the language of the code of practice contained in the Rules of the Supreme Court is to be deprecated, and the Court of Appeal defeated such an attempt in *Workman, Clark, & Co. v. Lloyd Brazileno* (1908, 1 K. B. 968). In that case the defendant had contracted for the purchase of a steamer which was to be built by the plaintiffs. The price was to be £89,800, payable in five instalments of £17,960 each at various stages of the building of the ship. The first instalment was to be due when the keel was laid. This stage was completed, but the instalment was not paid. The plaintiffs issued a writ for the amount, specially indorsed under ord. 3, r. 6, and applied for judgment under order 14. This was granted by the master, who, on appeal, was affirmed by the judge; but the defendants sought to convince the Court of Appeal that these orders were not applicable to such a claim. The case depends on whether the special indorsement was justified by ord. 3, r. 6. That rule allows such an indorsement "where the plaintiff seeks only to recover a debt or liquidated demand in money payable by the defendant, with or without interest, arising (*a*) upon a contract, express or implied (as, for instance, on a bill of exchange, promissory note, or cheque, or other simple contract debt)." To this the editors of the Annual Practice (1908, vol. 1, p. 12) append the note: "These words seem properly applicable to a definite sum of money which would formerly have been recoverable in the old common law action of debt in its most technical form." But why go back to the old forms of action for the purpose of explaining a rule, framed in exceptionally clear terms, and intended to govern a procedure in which these forms have no place? It appears that in *Rudder* v. *Price* (1 H. Bl. 547) it was held that an instalment of an entire sum could not be recovered at its due date in an action of debt, but that to avail himself of that form of action the creditor must wait till the whole sum was due. But Lord LOUGHBOROUGH, who so decided, himself thought the result irrational, and the case is obviously not a test for the construction of ord. 3, r. 6. In applying that rule all reference to old forms of action is irrelevant. The question is solely whether there is a debt or liquidated demand in money payable upon a contract. In the present case the sum of £17,960 was, in the events that had happened, payable upon the contract, and without question the rule applied. KENNEDY, L.J., indeed thought the matter hardly so clear as it seemed to Lord ALVERSTONE, C.J., and FARWELL, L.J., but he pointed out that the above note in the Annual Practice was incorrect. Nothing but confusion can result from trying to read the subtleties of archaic procedure into the present rules.

The "Most Dubious" of all Professions.

MR. HALDANE, speaking at Oxford on the training of officers in the Territorial Forces, is reported to have said that there were a great many men who would be able to give the necessary time to it—men, for instance, who went to the bar, that most dubious and disagreeable of all professions. We are not quite sure that we understand the meaning of "dubious"; as used in this connection, the expression is itself dubious, but if Mr. HALDANE meant that the bar of all professions is the one in which success is most doubtful, then we agree with him to some extent that the bar is dubious; though our impression is that brains, coupled with industry and tact, mostly bring success. But why "disagreeable"? We have always looked upon the bar as one of the pleasantest of all the professions, and this notwithstanding its dubiety; nor have we ever doubted that the successful barrister regards his work (with, of course, the attendant fees) as a most agreeable and diverting occupation. It comes, therefore, as a surprise to find so eminent a K.C. as Mr. HALDANE referring to the bar as the most dubious and disagreeable of all the professions. We know that law is often dry and irksome to the beginner, and that many of those who have risen to the greatest eminence in the profession have had at first an aversion to the study. It is said that CANNING, who studied law for some time in Lincoln's-inn, felt the disgust which it sometimes raises in highly classical minds; but then CANNING was never a successful barrister. On the other hand, Lord SOMERS, who was a great statesman as well as a great lawyer, said he took an incredible pleasure in it, and preferred it even to the reading of VIRGIL and CICERO. We believe the great majority of barristers will prefer the opinion of Lord SOMERS, and that few even "highly classical minds," of which there have been numberless instances at the bar from Sir WILLIAM JONES downwards, will share CANNING'S disgust. Some lawyers prefer politics to law, but they are in a small minority, and most would rather don the ermine of a judge than accept political office, even of Cabinet rank. At all events, we feel bound to enter a protest against the assertion that the bar is the most dubious and disagreeable of all professions.

The Qualification of Veterinary Practitioners.

WE HAVE recently read a report of the case of *The Roya College of Veterinary Surgeons* v. *Collinson*, decided by the Divisional Court on the 8th of April, and have some difficulty in appreciating the arguments on which the judgment was founded. An information was preferred by the college against the defendant, charging that he, not being on the register of veterinary surgeons, unlawfully used and took an addition and description stating that he was specially qualified to practise a branch of veterinary surgery, contrary to section 17 of the Veterinary Surgeons Act, 1881. This section imposes a fine on "any one, other than a person who for the time being is on the register of veterinary surgeons, . . . who takes or uses the title of veterinary surgeon or veterinary practitioner, or any name, title, addition, or description stating that he is a veterinary surgeon or a practitioner of veterinary surgery or of any branch thereof, or is specially qualified to practise the same." It appeared that the defendant was not on the register of veterinary surgeons, and that he had exhibited outside his residence a board, upon which was displayed the words "M. C., Canine Specialist. Dogs and cats treated for all diseases." Upon these facts the court held that the words "Canine Specialist" must be taken to amount to a statement by the defendant that he had a special qualification to practise veterinary surgery within the meaning of the section, and that he was liable to the penalties imposed upon an illegal practitioner. We would begin by saying that we know of no reason why the law as to the qualification of those who give medical attendance to dogs and cats should be more stringent than that relating to the qualification of those whose practice is among human beings. In the latter case the law allows a quack, without any medical qualification, to offer his infallible treatment for all diseases and to take money for this treatment. He is only liable if, instead of contenting himself with the appellation "Professor," he assumes the title of a registered practitioner. Could it make any difference if such a person instead of "Professor" was to call himself "Specialist"? A "bone-setter" certainly claims to be a specialist in the treatment of injuries to the limbs. We have no sympathy with unqualified practitioners, but we cannot but think that in the case under consideration a wider operation was given to the word "specially qualified" than was consistent with the construction usually put upon penal enactments.

The Construction of the Irish Land Act, 1896.

A RECENT case before the House of Lords, relating to the proper construction of an enactment in the Land Law (Ireland) Act, 1896, illustrates the manner in which "a statute may be construed contrary to its literal meaning when a literal construction would result in a gross injustice, contrary to what must have been the purpose and object of the provision." This case is *Vesci* v. *O'Connell* (*Times*, May 23), and the words above quoted are from the judgment of Lord ASHBOURNE. The point for decision was whether section 33 (4) of the Land Law (Ireland) Act, 1896, conferred on a person whose land was purchased compulsorily under the Irish Land Acts any greater right than existed before the Act, of having an annuity kept on foot after it had been redeemed out of the purchase-money. Mr. Justice Ross had held that the enactment had not this effect, though he thought "the mind of the Legislature had got into a state of confusion" in the drafting of the subsection. The Court of Appeal reversed this decision, and held that they must give effect to "the plain meaning of the Act." The House of Lords restored the judgment of Mr. Justice Ross. The judgment, delivered by Lord MACNAGHTEN, was particularly racy. He did not even agree with Mr. Justice Ross that the mind of the Legislature had got into a state of confusion, but thought that they "foresaw the difficulty clearly and avoided it with no little skill." Lord MACNAGHTEN then continued: "The process vulgarly described as robbing Peter to pay Paul is not a principle of equity, nor is it, I think, lightly to be attributed to the Legislature, even in an Irish Land Act." All the five counsel in the case were Irish, and no doubt fully appreciated this sally!

Precedents for the Direction of Juries on Points of Law.

IN TWO actions for newspaper libels which have recently come before the courts—*Dakhyl* v. *Labouchere*, the 14th of March, 1907, and *Hunt* v. *Star Newspaper Co.*, the 20th of March, 1908—a new trial, involving serious expense and delay, was ordered by the court. In each case the new trial was granted on the ground of misdirection, the judge having failed to instruct the jury as to how far the defence of "fair comment" is available in an action of libel. The facts in each of the two cases were not complicated, but when it is remembered that the judge has to inform the jury of the nature of the action, and then to proceed to furnish them with a summary of the evidence, and a statement of the law, and to put before them in clear and intelligible language the questions which they have to decide, we can scarcely be surprised if he should occasionally fail to satisfy those who afterwards peruse at leisure a shorthand note of what he has said. In these days, when the profession is abundantly supplied with collections of precedents, we have sometimes wondered whether an attempt could not be made to frame forms of directions to juries in the leading departments of the law of contract and tort. An outline of the law, expressed in language so plain that it could be followed by an ordinary juryman, might be succeeded by questions of such a character as to exclude any future controversies. It must, however, be confessed that such a work could be useful to a small proportion only of those who preside at the trial of causes, and that it would have no interest for practitioners at the bar.

On Tuesday, in the House of Commons, Sir W. Robson, replying to Mr. Bowles, said he appointed three gentlemen to be prosecuting counsel to the Treasury, without any inquiries as to their particular or local nationality within the United Kingdom. They were, he believed, all members of the English bar, and, so far as he knew, they were all Englishmen. Lord R. Cecil: Will the hon. and learned gentleman use his influence with his colleagues to see that a similar procedure is adopted with reference to all appointments in Scotland and Ireland? Sir W. Robson: I cannot promise that I will. I take a somewhat Unionist view. Mr. O'Shaughnessy: Why should not an Irishman be appointed if he be the ablest man of the lot? Sir W. Robson: I see no reason whatever. In fact, I am not sure that in my recent appointments the hon. member will not find an Irishman, though I do not profess always to be able to distinguish between an Englishman, an Irishman, and a Scotchman.

The Effect of a Grant of Land and the Reform of Real Property Law.

In last week's number of this journal (*ante*, p. 510) the writer made some observations on the decision of the Court of Appeal in *Copestake* v. *Hoper* (52 Solicitors' Journal, 516), reversing the judgment of Kekewich, J. (1907, 1 Ch. 366), and establishing that a deed of grant made under the Real Property Act, 1845, and executed by way of mortgage, so passes to the mortgagee the legal estate in fee simple in the land granted that at law he is seised thereof as tenant to the mortgagor's lord. The court pointed out that this was the result of the Statute of *Quia Emptores* (stat. 18 Ed. 1, c. 1). In the case in question the land mortgaged was freehold, and was subject on the death of a tenant dying seised thereof to a heriot of his best beast. The action was brought by the lord of the manor to enforce a claim to a heriot on the death of the mortgagor, and the decision of the Court of Appeal was that the mortgagor was not the lord's tenant, and so the claim was not good.

The decision of Mr. Justice Kekewich was not only inconsistent with the Statute of *Quia Emptores* but also infringed the rule of law that an estate of freehold cannot be given so as to commence *in futuro* (except by way of remainder or executory limitation). It had already been decided in the Court of Appeal that this rule applies equally to conveyances by deed of grant under the Real Property Act, 1845, as to feoffments: *Savill Bros.* (*Limited*) v. *Bethell* (1902, 2 Ch. 523). But Mr. Justice Kekewich nevertheless held that, until entry, the mortgagee was not seised as a freehold tenant of the land. The inference is unavoidable, that he considered that the mortgage deed conferred upon the mortgagee a bare right to the seisin of the freehold to take effect in possession upon his entry into the mortgaged land. It is only fair to state that this point was not mentioned in the argument addressed to the learned judge, in which, indeed, the points taken in the Court of Appeal as to the effect of the Statute of *Quia Emptores* and the Real Property Act, 1845, were also not expressly noticed.

In a previous article in this journal (51 Solicitors' Journal, 478, 496) the writer had contended that Mr. Justice Kekewich's decision was erroneous. And in that article he discussed a point not decided in *Copestake* v. *Hoper*, which is this: When a grant of land in fee simple is made under the Real Property Act, 1845, does the grantee obtain a seisin in deed or a seisin in law only? He certainly obtains the seisin in deed if the land be in the possession of a tenant for years; but in this case the grant takes effect at common law and under 4 & 5 Anne, c. 3, s. 9: see 51 Solicitors' Journal, 478. And if, upon a grant of land by way of mortgage, the mortgagor attorn tenant to the mortgagee, there appears to be no doubt that the mortgagee obtains actual seisin of the land. And even where the land mortgaged is in the occupation of the mortgagor and the mortgagor does not attorn tenant to the mortgagee, it is submitted that, by reason of their tacit agreement that the mortgagor shall hold possession under the mortgagee and subject to the mortgagee's paramount right to eject him on non-payment of principal or interest as contracted for, the mortgagee obtains seisin in deed of the land: see 51 Solicitors' Journal, 478, 496. Also where a grant of land is made to a grantee to uses, it appears that the *cestui-que-use* acquires by the effect of the Statute of Uses the actual seisin of the land: *Heelis* v. *Blain* (18 C. B. N. S. 90), *Hadfield's case* (L. R. 8 C. P. 306), Williams on Settlements, 11-16. Suppose, however, that the grant be made, not to take effect under the Statute of Uses or by way of mortgage, but absolutely, and that the grantor go out of possession of the land before or upon the execution of the deed of grant, leaving the possession actually vacant, and the grantee do not enter upon the land. In this case it may no doubt be contended that the effect of section 2 of the Real Property Act, 1845, providing that all corporeal hereditaments shall as regards the conveyance of the immediate freehold thereof be deemed to lie in grant as well as in livery, is to make a deed of grant of equal force and effect with a feoffment accompanied by livery of seisin. But the writer submits that the principles, which have been applied in the construction of the conveyance by deed of those hereditaments which lie in grant at common law, point to the conclusion that a deed of grant of land, whereof the possession is vacated by the grantor, confers upon the grantee a seisin in law only until he actually enters thereon: see 51 Solicitors' Journal, 479. The like conclusion is further indicated by analogy to the construction placed on gifts of land by will. It was repugnant to the principles of the common law that an estate of freehold in land should be conveyed by any ther means than actual delivery of possession, or livery of seisin; and it was, therefore, as much against the common law for land to pass by a testamentary writing as by a deed. Wills of lands had, however, to be recognized, first where lands were devisable by custom, and afterwards when lands were made devisable by statute. In each of these instances it was considered that the devisee had the freehold estate *in* him immediately upon the testator's death and before he entered on the land, and was consequently then seised of the land *in law*, though he did not obtain seisin *in deed* until he actually entered on the land: Co. Litt. 111*a*, *b*, 240*b*; Shep. Touch. 455; Watkins' Descents, 29 (4th ed.).

The case of *Copestake* v. *Hoper donne furieusement à penser*. A decision given in the year 1908 on the combined effect of the Statute of *Quia Emptores* and the Real Property Act, 1845, upon a mortgage deed in common form, and the defendants obliged to go to the Court of Appeal to obtain it! They deserve the thanks of all their countrymen for shewing the English spirit so praised by Ihering in Der Kampf um's Recht—that is to say, the dogged determination not to be done out of their rights. But while all Englishmen should be grateful to the defendants for preserving them from the re-introduction of conveyance by lease and release, they should not continue to regard with complacency the present state of their land laws, which makes such cases as *Copestake* v. *Hoper* possible. Those who are old enough (as the writer is) to have learned their first lessons in real property law from the late Mr. Joshua Williams' treatise (the original Williams on Real Property, not the work now published under that name) will be reminded of two passages in that book, one in the first and the other in the last chapter (pp. 15, 16, 360, 1st ed., 1845; 16, 17, 470, 13th ed., 1880). "Even now a common purchase deed of a piece of freehold land cannot be explained without going back to the reign of Henry VIII., or an ordinary settlement of land without recourse to the laws of Edward I. That such should be the case is certainly a matter of regret. History and antiquities are, no doubt, interesting and delightful studies in their place; but their perpetual intrusion into modern practice, and the absolute necessity of some acquaintance with them, give rise to much of the difficulty experienced in the study of the law, and to many of the errors of its less studious practitioners. . . ." "For the future, perhaps the wisest course to be followed would be to aim as far as possible at a uniformity of system in the laws of both kinds of property; and for this purpose, rather to take the laws of personal estate as the model to which the laws of real estate should be made to conform, than, on the one hand, to preserve untouched all the ancient rules, because they were once useful, or, on the other, to be annually plucking off, by parliamentary enactments, the fruit which such rules, until eradicated, necessarily produce."

Since these words were written the policy of plucking off the fruit and leaving the tree standing has been consistently pursued by those responsible for legislation during sixty-three years, with the result that the real property law of 1845 appears simple to the hapless conveyancers who practise under the burden of the complicated law of 1908, crowned with the system of registration of title introduced by the Land Transfer Acts, 1875 and 1897. Is not the form of the land laws a scandal to a nation professing to be civilised? Their substance is, of course, not open to such a reproach. But as to their form, when we regard the common law, overlaid with statutes, infinite in number, and usually ill-expressed, we are irresistibly reminded of Charles Lamb's characterization of the youthful chimney-sweep's countenance—"a superfoetation of dirt."

It is understood that the above-mentioned policy is still being pursued in the present session. There is in print a Bill to assimilate the descent of real estate on intestacy to the devolution of personalty, without, of course, otherwise altering the law of real

property. This is exactly the kind of reform which works far more mischief, in rendering the law still more complicated and difficult to understand and learn, than it affects any practical benefit. The law of real property should really be assimilated in principle to the law of personalty; the feudal tenure of land ought to be done away with; and all estates in land, whether legal or equitable, should be abolished, and replaced, as to legal interests, by a simple right of ownership indivisible into estates for life and in fee and analogous to the ownership of goods; but terms of years in land should be allowed to remain, and perhaps also, rent-charges for life. And equitable interests in land should be assimilated to equitable interests in personalty. This would effect a real simplification of the law and would automatically deliver us from the Statute of Uses and all its consequences, and the laws of descent of realty and of conversion and reconversion; it would abolish contingent remainders both legal and equitable; and it would leave future interests, both in land and goods, to be governed by one law, the rule against perpetuities. T. CYPRIAN WILLIAMS.

The Report on Bankruptcy Law.

THE Report of the Departmental Committee which was appointed just two years ago by the Board of Trade to inquire into the law of bankruptcy has now been published, and the chairman, Mr. MUIR MACKENZIE, and the members of the committee are to be congratulated on the clearness with which they have formulated the results of their inquiry and on the practical nature of their recommendations for the amendment of the law. The report is, indeed, a model of what such a document should be. Under each head of inquiry the existing law is first stated in terms which avoid technicalities as far as possible; then come the complaints which have been made to the committee by witnesses or public bodies—such as trade associations and chambers of commerce—as to specific evils arising out of the existing law, with the suggestions which have been made for their removal; and finally, the report states to what extent, if any, the committee recommend that these suggestions should be adopted and the consequent alterations in the law made. The effect of this treatment of the subject is to leave the impression that no pains have been spared to make the report an impartial and authoritative guide as to the manner in which the bankruptcy law can be strengthened without unduly hampering the business world.

The specific points on which the committee were required to report were, shortly stated, as follows: (1) Whether bankruptcy courts should have power to consider the conduct of a bankrupt, and, if necessary, inflict punishment, whether he applies for his discharge or no; (2) whether the provisions as to conditions of discharge should be altered; (3) whether the Law Society should be empowered to refuse to renew the certificates of solicitors who are undischarged bankrupts; (4) whether power should be given for the more speedy realisation of bankrupt estates; (5) whether the law as to the after-acquired property of bankrupts should be modified; (6) whether the liability of married women to the bankruptcy law should be extended; (7) whether the provisions as to the avoidance of marriage and other settlements should be extended; (8) whether greater control should be introduced in regard to deeds of arrangement; and (9) whether assignments of book debts and hiring agreements should be required to be registered. The third of these questions has already been answered by the Solicitors Act, 1906. To discuss the others the committee, which, in addition to the chairman and the present Solicitor-General, included members competent to speak for solicitors, for accountants, and for bankruptcy officials, like Mr. JOSEPH ADDISON, Mr. W. B. PEAT, and Mr. JOHN SMITH, held fifty-five sittings, and took the evidence of sixty-four witnesses. These represented a large number of public bodies and trade societies, and the business experience thus made available for the committee was supplemented by the expert information as to bankruptcy law and practice, both in this country and elsewhere, contributed by lawyers and judicial officers specially cognizant of bankruptcy law. The result of this investigation covers a wide field, and it will not be possible to do more at present than indicate the conclusions at which the committee have arrived. It may be assumed that there is no possibility of legislation on the lines of the report in the present year, and there will be opportunity hereafter for more detailed discussion.

1. *Procedure for the Investigation of the Conduct and Affairs of a Bankrupt.*—The first point referred to them the committee consider under this and the following head, the inquiry being, first, whether the existing procedure for investigating the conduct and affairs of a bankrupt is efficient; and next, whether bankrupts should be made amenable to a special punitive process. On the first point the committee report that the existing law and practice do not require amendment. The preliminary private examination into the bankrupt's affairs, followed by the public examination, in which all persons interested can take part, gives all the power necessary for ascertaining the position of the bankrupt and the conduct which has caused the insolvency.

2. *Consideration of a Debtor's Conduct and Imposition of Punishment for Misconduct.*—The existing law recognizes various offences by a bankrupt as criminal, such as contracting debts by means of fraud, or obtaining credit exceeding £20 while undischarged without disclosing the bankruptcy. In prosecutions for those offences the bankruptcy courts usually take the initiative, and, when they so direct, the Public Prosecutor has no option but to carry on the necessary proceedings, first before a magistrate, and then at assizes or sessions. It has been objected that these proceedings are dilatory, and the Public Prosecutor has complained that he is sometimes bound to prosecute where he considers the proceedings improper. But the committee have declined, on the one hand, to recommend that the bankruptcy courts themselves should have punitive jurisdiction, and, on the other, to allow the Public Prosecutor to exercise a discretion as to carrying out a prosecution ordered by a judge or a registrar. In lieu of these courses, they propose that offences under the Debtors Acts and the Bankruptcy Acts shall be punishable on summary conviction before magistrates and justices; and that where an order of a bankruptcy court is made on the application, and based on the report of, the official receiver, it may authorize the official receiver to prosecute. This latter recommendation would invest the official receivers with functions which are foreign to their position, and will not pass without criticism. It is also suggested that, where the facts constituting the offence are proved, the burden of proving absence of intention to defraud or other defence shall be upon the debtor.

The committee have also considered whether certain trading offences, which are now only cognizable when a debtor applies for sanction to a composition or for discharge, should be made substantive offences and punishable as such. These include failure to keep proper books of account, trading with knowledge of insolvency, speculation leading to insolvency, and failure to account for any substantial deficiency of assets. As regards failure to keep proper books of account, it is pointed out that the main objection to treating this as criminal is that the crime is only committed if bankruptcy follows—that is, the debtor would be punished not for the omission to keep proper books, but for the bankruptcy, which might be the result of mere misfortune. But notwithstanding this, the committee, following, it would seem, the analogy of French and German law, propose that, subject to certain conditions, the omission to keep proper books of account shall, if it has occurred within two years before the bankruptcy, be an offence punishable on summary conviction by imprisonment. And a similar recommendation is made as to the other offences just mentioned, except that of trading with knowledge of insolvency. It is also recommended that the limit of credit for undischarged bankrupts shall be £10 instead of £20, and that it shall be punishable for an undischarged bankrupt to trade under the name of any other person or of a firm. In this connection the committee refer with approval to the proposal for registration of firms, but without making any specific recommendation.

3. *Law Relating to the Discharge of a Bankrupt from his Debts.*—It appears that with a considerable number of bankrupts the disadvantages of a discharge outweigh its advantages, with the result that they never apply for a discharge at all. The opportunity for judicial censure which this application affords is

lost, and, in fact, they manage to continue to trade although still under the ban of the bankruptcy law. Suggestions were made to the committee for altering this state of things, and in particular the Associated Chambers of Commerce passed a resolution that within six months after the public examination the official receiver should present a report as to the bankrupt's conduct relative to his affairs, and that if after this report it was proved that the debtor had been guilty of misconduct, the bankruptcy court should be empowered to inflict such summary punishment and impose such disabilities as might seem expedient. With the proposal for conferring this punitive jurisdiction on the bankruptcy court the committee do not agree, but they recommend that after the public examination an order shall be made appointing a day on which the conduct and affairs of the bankrupt are to be considered in open court. The court would hear a report by the official receiver on the bankrupt's conduct and affairs and a report by the trustee on the realization and position of the bankrupt's estate, and the court would then determine when and subject to what conditions the bankrupt's discharge should be granted, and exercise the same jurisdiction as at present on an application for discharge.

4. *Law and Practice as to Realization of Estate in Bankruptcy.*—On this the committee report that, while power might be usefully conferred on the bankruptcy court to order an immediate sale of the bankrupt's property in exceptional cases, the matter is not one on which there is any urgent demand for such a change. A more serious question arising in relation to the bankrupt's estate is the relation back of the trustee's title to the earliest act of bankruptcy within three months before the petition. Recent cases—see *Davis v. Petrie* (1906, 2 K. B. 786), *Ponsford Baker v. Union Bank* (1906, 2 Ch. 444)—have shewn how harshly this doctrine bears on persons who have *bonâ fide* paid money after an act of bankruptcy; where, for instance, a debt is paid to the future bankrupt. On this subject, which is one of great practical importance, the committee recommend alterations in the law which would have the effect of protecting payments made to a debtor or his assignee, *bonâ fide* and in the ordinary course of business, before the receiving order and before notice of the petition. Suggestions have been made that the requirements as to proofs and proxies should be relaxed, but, while the committee recommend this as to proofs, they consider that any change as to proxies would bring back evils which the present system has abolished.

5. *After-acquired Property of a Bankrupt.*—The anomalies of the present law are too well known to need explanation. The committee propose to put real and personal property on the same footing and to protect dealings with both alike, also giving to creditors whose debts are incurred after the bankruptcy a prior claim against after-acquired property.

6. *Married Women and their Liabilities under Bankruptcy Law.*—Here again the existing law is in a very unsatisfactory condition, in consequence of the restriction of bankruptcy to cases where the married woman has separate estate and is trading separately from her husband, and of her not being liable, even then, to a bankruptcy notice. The committee recommend that trading shall subject a married woman to the bankruptcy law, whether she trades separately from her husband or no; that the bankruptcy court shall have power to apply income restrained from anticipation to payment of debts; and that a judgment against a married woman may be the ground for a bankruptcy notice.

7. *Marriage Settlements and Covenants to Settle Future Property.*—On this head the committee propose the insertion in Section 47 of the Bankruptcy Act, 1883, of a provision designed to prevent covenants for the future payment of money or the settlement of future property from operating so as to defeat the claims of creditors.

8. *Deeds of Arrangement.*—The committee make a series of recommendations with a view to securing the proper working of deeds of arrangement. These are too long to be stated here with any precision. The chief points are that the deed to be operative at all must receive the assent of a majority in number and value of the creditors; that the trustee under the deed shall give security, and that his accounts shall be subject to audit by the Board of Trade at the instance of one-half in number and value of the creditors; and that executing creditors shall be debarred from taking bankruptcy proceedings founded on the execution of the deed.

9. *Registration of Assignments of Book Debts and of Hire-Purchase Agreements.*—The committee recommend the compulsory registration of general assignments of book debts, but not of assignments of specific book debts. As to hire-purchase agreements, they recommend a clause which would protect sheriffs' officers against claims by the owners of chattels let on such agreements; but, having regard to the wide use of agreements of this nature and the importance of the trades in which they are prevalent—such as the letting of rolling stock—they consider that the evils of registration would be greater than the evils to be remedied, and they do not submit any proposals for a change.

The report also contains recommendations with reference to administration orders in bankruptcy, with a view to raising the limit of total indebtedness from £50 to £100, and enabling a debtor to apply for an order although no judgment has been obtained against him. It will be seen that the recommendations deal with a large number of matters of importance, and to give effect to them will require a statute of some length and complexity.

Legal Estate in Land Settled by Bankrupt.

By section 47 of the Bankruptcy Act, 1883, a post-nuptial settlement can, in the event of the settlor becoming bankrupt within ten years after the date of the settlement, be avoided by the trustee in the bankruptcy, unless the settlor can prove that he was able to pay his debts without the aid of the settled property, "and that the interest of the settlor in such property had passed to the trustee of such settlement on the execution thereof." These latter words were not contained in the corresponding enactment (section 91) of the Bankruptcy Act, 1869, but appeared for the first time in the Act of 1883, and they do not seem to have come up for judicial interpretation in any of the English courts until the Judicial Committee of the Privy Council recently had to construe them in an appeal from the Supreme Court of Appeal of the Straits Settlements: see *Shrager v. March* (*Times*, May 23).

Shrager and his partners carried on business in Singapore and elsewhere, and in 1905 the firm had been adjudicated bankrupt in England. In 1901 Shrager had executed a deed settling certain land in Singapore on his wife and family. The legal estate in the land was not vested in the trustee of the settlement, but the deed took the form of a declaration of trust on the part of Shrager that he or the trustees of the settlement would stand seised of the land upon trust for sale and hold the proceeds upon the trusts of the settlement. March, the trustee in the bankruptcy, admitting that the settlor was solvent at the time of the settlement, and that the settlement was made in good faith, nevertheless claimed that it was void against him on the ground that the property comprised in the settlement did not, on the execution thereof, pass from the settlor to the trustee of the settlement. In the court of first instance it was held that, although there was no actual transfer of the legal title, the declaration of trust was sufficient to pass the interest of the settlor within the meaning of the enactment. This was reversed by the local Court of Appeal, on the ground that the interest of the settlor referred to in section 47 must be the legal estate of the settlor, and the settlement was, therefore, held void against the trustee in the bankruptcy.

But the Judicial Committee, in turn, reversed this decision, and held that the settlement was valid. The judgment of the Committee was delivered by Lord Macnaghten. The words above quoted were, it was said, "certainly not well chosen, but the meaning was clear. The settlor must, on the execution of the settlement, divest himself of all interest in the property settled." The declaration of trust was "a sufficient compliance with the exigency of the new provision contained in section 47 of the Act of 1883." This is a construction which there seems no

reason to doubt would be accepted as correct by the ordinary English courts. Unfortunately, owing to the somewhat Gilbertian distinction between the House of Lords and the Judicial Committee, the judgment delivered by Lord MACNAGHTEN is not technically binding on the Supreme Court of Judicature, much less on the House of Lords. It does not appear from the report precisely how the English Act of 1883 came to be the subject of decision in the Straits Settlements courts. As a matter of fact, however, the local ordinance in force in the Straits Settlement (No. 2 of 1888, section 45) contains provisions taken word for word from section 47 of the Act of 1883, including the final words of sub-section 1 which were under consideration in the present case.

The Proviso in the Criminal Appeal Act.

BY E. H. PICKERSGILL, M.P.

FEARS were entertained in some quarters that the proviso attached to the determination of appeals under the Criminal Appeal Act might defeat the purpose of the statute. The proviso is as follows: "Provided that the court may, notwithstanding that they are of opinion that the point raised in the appeal might be decided in favour of the appellant, dismiss the appeal if they consider that no substantial miscarriage of justice has actually occurred."

This enactment may be compared with the corresponding proviso contained in the Criminal Law Amendment Act, 1883, of New South Wales, which runs thus: "Provided that no conviction . . . shall be . . . avoided unless for some substantial wrong or other miscarriage of justice." It will be seen that of the two the terms of the colonial statute are stronger in favour of upholding the conviction. Now this proviso came under review by the Judicial Committee of the Privy Council in the well-known case of *Makin* v. *Attorney-General for New South Wales* (1894, A. C. 57). There certain evidence alleged to be inadmissible had been received at the trial. It was argued that, assuming that the evidence had been improperly admitted, yet if, when this was set aside, there remained sufficient evidence to justify the conviction, the verdict ought to stand. As the Judicial Committee of the Privy Council held that the impugned evidence was admissible, it became unnecessary to decide the point raised respecting the proviso; but they expressed an opinion *obiter* that "the construction contended for transfers from the jury to the court the determination of the question whether the evidence (that is to say, what the law regards as evidence) established the guilt of the accused"; and again they said, "We do not think it can properly be said that there has been no substantial wrong or miscarriage of justice when on a point material to the guilt or innocence of the accused the jury have, notwithstanding objection, been invited by the judge to consider in arriving at their verdict matters which ought not to have been submitted to them."

In the curious case of *Rex* v. *Dyson*, decided on Monday last, the Court of Criminal Appeal expressly followed the *dictum* of the Judicial Committee. There the prisoner had been convicted of the manslaughter of his child, whom he had assaulted and injured in November, 1906, and again in December, 1907. The child died in March last, and it became a question to which injury the death was due. Mr Justice COLERIDGE, in summing up the case to the jury, told them that it did not matter whether it was the first or the second injury which caused the death, momentarily forgetting the old rule of the common law that a person is not deemed to have committed homicide when the death takes place more than a year and a day after the injury causing it. The Court of Criminal Appeal, of course, held that the direction was wrong; and, further, they arrived at the conclusion that the case did not fall within the proviso, and they quashed the conviction. The Lord Chief Justice, after laying down, almost in the words of the Judicial Committee, that "we cannot substitute the court for the jury," added: "I cannot say that with the evidence before them, and on a proper direction, the jury *must* have come to the conclusion that the child's death was accelerated by the injuries inflicted in December, 1907."

Thus it appears that when substantial evidence has been improperly received, or when a misdirection has been given, the case will not fall within the proviso unless, apart from the misreceived evidence in the one case, and with a proper direction in the other, the verdict is the verdict which twelve reasonable men *must* have arrived at.

Mr. Justice Madden and the Railway Commissioners are to sit at the Four Courts, Dublin, next week to hear cases under the Railway and Canal Traffic Acts arising in Ireland.

Reviews.

The Law of Torts.

THE LAW OF TORTS: A TREATISE ON THE PRINCIPLES OF OBLIGATIONS ARISING FROM CIVIL WRONGS IN THE COMMON LAW; TO WHICH IS ADDED THE DRAFT OF A CODE OF CIVIL WRONGS PREPARED FOR THE GOVERNMENT OF INDIA. By Sir FREDERICK POLLOCK, Bart., D.C.L., Barrister-at-Law. EIGHTH EDITION. Stevens & Sons (Limited).

Sir Frederick Pollock's work on Torts, which now appears in the eighth edition, has attained an established place as a scientific statement of this branch of the law, so far as such a statement is possible. We gather from the preface that the learned author thinks it would be still more possible, but for the occasional interference of the Legislature with problems which the courts are working out in their own fashion. Referring to the Trade Disputes Act, 1906, and the extraordinary immunities it confers on combinations, both of employers and workmen, he says: "Legal science has evidently nothing to do with this violent empirical operation on the body politic, and we can only look to jurisdictions beyond seas for the further judicial considerations of the problems which our courts were endeavouring (it is submitted, not without a reasonable measure of success) to work out on principles of legal justice." We are not sure, however, that the long line of recent trade union cases, with their perplexing subtleties, represented the best way of developing the law, and in any case the legal scientist must be prepared for the short cuts which the Legislature sometimes takes in the interests, real or supposed, of the public. Apart from the Trade Disputes Act, 1906, and the replacing of the Workmen's Compensation Act of 1897 by that of 1906, this edition appears to incorporate no changes of importance, but it contains interesting discussions of debateable questions which have recently been before the courts; for instance, the recovery of damages for nervous shock, a matter on which the decision of the Privy Council in *Victorian Railways Commissioners* v. *Coultas* (13 App. Cas. 222) against their recovery, has not been accepted with favour by the High Court: see *Dulieu* v. *White* (1901, 2 K. B. 669).

Wills.

THE LAW OF WILLS. By J. ANDREW STRAHAN, M.A., LL.B., Barrister-at-Law. Sweet & Maxwell (Limited).

The practitioner knows from his "Jarman" the length and minuteness with which the law of wills can be stated and the authorities collected and discussed, and if he wishes for conciseness and attention to detail combined, he will find it in "Theobald," or, merely for concise and sound statement of principle, he can have recourse to the work of the eminent lawyer who has recently died, Mr. Vaughan Hawkins. But Mr Strahan's book stands outside the line of these standard works. It is based on a course of lectures on the Law of Wills delivered in 1907 at the request of the Council of Legal Education, and it does not aim at giving more than a bird's-eye view of the law such as shall be useful alike to the student and the practitioner. Accordingly we find that only a small part of of the book, comparatively, is taken up with the construction of wills, and the remainder is devoted to a statement of practical questions arising on the drafting of wills and the law affecting their execution and proof and operation. There is also a chapter on the death duties. The book is written in a clear and interesting style which should commend it to students. Thus the chapter on the operation of wills contains an excellent statement of the law as to the devolution of realty and the powers of the executors over it which now prevails under the Land Transfer Act, 1897.

The Companies Act, 1907.

NOTES ON THE COMPANIES ACT, 1907, IN WHICH ARE INCORPORATED "NOTES ON THE COMPANIES ACT, 1900." WITH FORMS. By L. WORTHINGTON EVANS, Solicitor, and F. SHEWELL COOPER, M.A., Barrister-at-Law. INCLUDING A SPECIAL CHAPTER ON AUDITORS. By FRANCIS W. PIXLEY, F.C.A., Barrister-at-Law. FIFTH EDITION. Ede, Allom, & Townsend (Limited); Sweet & Maxwell (Limited).

This work consists of two parts: the first gives a short practical account of the law as it will exist under the Acts of 1900 and 1907 when the latter Act comes into force on the 1st of July; and the second contains the text of the Act of 1907, with notes. The Act of 1900 is given in an appendix, and is so printed as to indicate clearly the parts which are repealed. The size of the book requires that it shall be an exposition of the law on its practical side rather than an

examination of the authorities which are revelant to it, but these have not been neglected, and at p. 125 will be found a useful *résumé* of the cases which have been decided on the statutory power of the court to cure accidental omissions in the registration of debentures. The book forms a convenient guide to the new statute.

Books of the Week.

The Common Law and Statutory Duty and Liability of Employers, as Well to the Public as to those Employed. By WALWORTH HOWLAND ROBERTS, a Judge of County Courts, and GEORGE WALLACE, M.A., Barrister-at-Law. Fourth Edition. By the Authors and ARTHUR HARINGTON GRAHAM, M.A., Barrister-at-Law. Butterworth & Co.

Talbot and Fort's Index of Cases Judicially Noticed. Second Edition. Being a List of all Cases Cited in Judgments reported in all the Reports from 1865 to 1905; as also a Statement of the Manner in Which Each Case is Dealt With in its Place of Citation. By M. R. MEHTA, Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited.)

The Law of Tender. By GEORGE LUCAS BEYNON HARRIS, Barrister-at-Law. Butterworth & Co.

The Practitioners' Probate Manual: containing Instructions as to Procedure in Obtaining Grants of Probate and Administration, with the Rules, Orders, and Fees, and Directions as to the Payment of Probate and Estate Duty. By CHARLES H. PICKEN. Ninth Edition. Waterlow & Sons (Limited).

Real Property: An Introductory Explanation of the Law Relating to Land. By ALFRED F TOPHAM, LL M, Barrister-at-Law. With Test Questions for the Use of Students. By F. PORTER FAUSSETT, B.A., LL.B., Barrister-at-Law. Butterworth & Co.

The Public Trustee Act, 1906, with Rules, Fees, and Official Forms, and a Commentary Thereon and Notes for Practical Use. By K. J. MUIR MACKENZIE, Barrister-at-Law, Revised by M. MUIR MACKENZIE, an Official Referee of the High Court, and C. J. STEWART, the Public Trustee. Waterlow & Sons (Limited).

Criminal Appeal Cases: Reports of Cases in the Court of Criminal Appeal, May 15th, May 18th. Edited by HERMAN COHEN, Barrister-at-Law. Stevens & Haynes.

Correspondence.

The Land Registry.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—The intention of the present system of land registration is that the forms available for registration shall suffice for all purposes in connection with registered property; it is generally contended, in fact, by the advocates of the system that the emp'oyment of unregistered instruments is unnecessary and inconvenient, but there are cases in which this is not so, and the following is an instance.

A. B. is the registered proprietor of a first charge on registered leasehold property, and there is a charge in favour of second mortgagees.

The mortgagor having been adjudicated bankrupt, the trustee in bankruptcy has given notice of his intention to disclaim the lease.

A. B. has advertised the property for sale by auction in pursuance of his power of sale, but the sale has not yet taken place.

In order to save his security it will be necessary for A. B. to apply in bankruptcy for a declaration vesting the property in him, subject to his own mortgage (so as to keep his power of sale and other powers under the mortgage alive), and also to the second charge; this will subsequently involve an application at the Land Registry for rectification of the register—all of which means expense and delay.

Apparently, this might have been avoided if the mortgagor had been required to execute an ordinary unregistered assignment of the property to A. B. by way of mortgage as ancillary to the registered charge.

The trustee in bankruptcy would then, it seems, not have been in a position to disclaim (see *Re Gee*, 1889, 24 Q. B. D. 65), and the trouble and expense of the proceedings which are now necessary would have been avoided.

An expression of opinion as to the usual practice adopted in taking a charge on registered leasehold property is invited. G. M. S.

May 19.

[See observations under "Current Topics."—ED. *S.J.*]

Among those who are to receive honorary degrees of LL.D. at Cambridge are the Prime Minister and the Earl of Halsbury.

New Orders, &c.

Bankruptcy Rules.

RULES PUBLICATION ACT, 1893.

The following Draft Rules are published pursuant to the above Act. Copies may be obtained at the Board of Trade:

General Rules made pursuant to the Bankruptcy Acts, 1883 and 1890.

Warrants and arrests under section 27 of the Bankruptcy Act, 1883.

Execution of Warrant.

1.—[84 (a).] Where a person is apprehended under a warrant issued under section 27, sub-section 2, of the Bankruptcy Act, 1883, the officer apprehending him shall forthwith bring him before the Court issuing the warrant to the end that he may be examined, and if he cannot immediately be brought up for examination or examined the officer shall deliver him into the custody of the governor or keeper of the prison mentioned in the warrant, and the said governor or keeper shall receive him into custody and shall produce him before the Court as it may from time to time direct or order, and subject to such direction or order shall safely keep him.

2.—[84 (b).] The officer executing a warrant issued under section 27, sub-section 2, shall forthwith, after apprehending the person named in the warrant, and bringing him before the Court as in the last preceding Rule mentioned, or after delivering him to the governor or keeper of the prison in the last preceding Rule mentioned, as the case may be, report such apprehension or delivery to the Court issuing the warrant, and apply to the Court to appoint a day and time for the examination of the person so apprehended, and the Court shall thereupon appoint the earliest practicable day for the examination, and shall issue its direction or order to the said governor or keeper to produce him for examination at a place and time to be mentioned in such direction or order. Notice of any such appointment shall forthwith be given by the Registrar to the Official Receiver, trustee, or other person who shall have applied for the examination or warrant.

Commencement and Citation.

3.—[84 (c).] These rules shall come into operation on the 1st day of August, 1908. They may be cited as the Bankruptcy Rules, 1908, and shall be construed with and deemed to form part of the Bankruptcy Rules, 1886 and 1890, and each of these rules may be cited with reference to those rules by the number in square brackets set against the rule at the commencement thereof. The forms appended to these rules shall be deemed to form part of the forms appended to the Bankruptcy Rules, 1886 and 1890, and may be cited with reference to those forms as Nos. 165 and 167A and form 165 of those forms shall be no more used.

FORMS.

No. 1 [165] warrant to apprehend a person summoned under section 27.

(Title.)

To X. Y. and his assistants of this Court (or where the warrant issues from the County Court to the high bailiff and others the bailiffs of the said Court) and to the Governor or Keeper of the (here insert prison).

Whereas by summons dated the day of and directed to A. B. of (or F. M. of) the said A. B. (or F. M.) was required personally to be and appear on the day of at o'clock in the noon at this court to be examined (and/or produce such document as hereinafter mentioned) which said summons was afterwards on the day of as hath been proved upon oath duly served upon the said and a reasonable sum was tendered him for his expenses, and whereas the said having no lawful impediment made known to and allowed by this Court at the time of its sitting hath refused to appear before the Court at the time appointed (and/or hath refused to produce a document in his custody or power relating to the debtor, his dealings or property, which this Court has required him to produce), these are, therefore, to require and authorise you, and every of you, the said X. Y. and your assistants (or high bailiffs or bailiff), immediately upon receipt hereof to take the said A. B. (or F. M.) and bring him before this Court at such time and place as this Court shall direct, in order to his being examined as aforesaid, and in the meantime him safely to keep or deliver to the governor or keeper of the above named prison, and forthwith, after such taking and delivery, to report the same to this Court and obtain its direction or order fixing a day, time, and place for the examination of the said A. B (or F. M.), and you the said governor or keeper to receive the said A. B. (or F. M.), and him safely keep in the said prison and in your custody to await the direction or Order of this Court, and to produce him before

this Court at such time and place as shall be specified in such direction or order, and for so doing this shall be a sufficient warrant to you and every of you

Dated this day of 19

By the Court,

Registrar.

No. 2.—[167A.] Direction or Order for production of person apprehended under warrant under section 27, sub-section 2, for examination before the Court.

(Title.)

Upon report made to the Court the day of , that A. B. has been apprehended under a warrant, issued by this Court on the day of , it is ordered that the governor or keeper (insert name of prison) do cause the said A. B. to be brought in custody before the Court sitting at on the day of , at o'clock in the noon, for examination before the Court, and in the meantime to be safely kept, and afterwards, if the Court shall so direct, to be taken back to the said prison and there safely kept, pursuant to the said warrant.

Dated this day of , 19 .

By the Court,

Registrar.

Dated the day of , 190 .

CASES OF THE WEEK.

House of Lords.

DAVIES *v.* SEISDON UNION ASSESSMENT COMMITTEE AND OTHERS. 17th and 19th March; 25th May.

RATING—POOR RATE—VALUATION—SEWAGE FARM.

Certain lands which had been acquired by a sewage board, and on which the board had constructed works for distributing the sewage on the land, was let to a farming tenant at a rent of £490 a year, the tenant covenanting to receive and dispose of the sewage delivered on the land by the board, so as to satisfy their statutory obligations.

Held, dismissing the appeal of the sewerage board, that in valuing the sewage farm (including the works in question) for rating purposes, the sewage board must be regarded as possible hypothetical tenants, and therefore that the annual value of the advantages accruing to them (over and above the rent of the farm) in respect of the facilities afforded the board by the user of the farm as a sewage farm for the performance of their statutory duties, ought to be taken into consideration.

Decision of the Court of Appeal (51 *SOLICITORS' JOURNAL*, 208; 1907, 1 *K. B.* 630) *affirmed.*

The Upper Stour Main Sewerage Board, which was a sewerage board duly constituted by statute for the purpose of dealing with the sewage from the districts or places named in the case, for the purpose of carrying out their statutory duty purchased certain land and converted it into a sewage farm. Upon this land they constructed the necessary plant at great expense for dealing with the sewage. The board subsequently let the farm to a tenant at a rental of £490 per annum, who covenanted to cultivate it as a sewage farm and to utilize all the sewage delivered thereon. The rent paid by the tenant was a fair rent for the farm as agricultural land, including the manurial value of the sewage. The question was on what basis the land was to be assessed. The court of quarter sessions included in the rateable value of the hereditament a sum beyond the sum paid by the tenant as rent, being of opinion that the rateable value was the value which the sewage board, if they were not the owners of the land, would pay for it with the plant thereon for the disposal of the sewage. The Divisional Court, on the special case stated, reduced the gross and rateable value, being of opinion that the valuation should be based on the value of the hereditament as agricultural land, plus the value of the manure to the tenant. The Court of Appeal, in allowing the appeal, made an order stating that: "This court being of opinion that the court of quarter sessions, in order to arrive at the rateable value of the hereditaments in the said case mentioned, ought to have taken into consideration, beyond the actual sum payable by the tenant under the lease, the position of the sewage board, the owners of the hereditaments, as possible hypothetical tenants of the land, and the fact that the hereditaments afforded to the board a means of disposing of their sewage, and thereby enabled them to fulfil their statutory duties. . . ." From that decision the sewage board appealed. *Cur. adv. vult.*

Lord LOREBURN, C., in moving the appeal should be dismissed, said he agreed with the Court of Appeal. The peculiarity of this case was that it touched both the ordinary and the exceptional methods of valuation familiarly applied in this country. The property assessed had an agricultural value, and it had also a value as part of a sewage system. It was property which could be and was utilized in two ways, both of them ways which were habitually reckoned for rating purposes. Why should not the rate imposed upon it be ascertained in reference to both those purposes? Why were they not to be asked what rent would be given by a hypothetical tenant who had both purposes to serve, and would pay a rent for the farm according to its double capacity?

Lord ASHBOURNE and Lord COLLINS read judgments to the same effect.

Lords MACNAGHTEN, ROBERTSON, and ATKINSON expressed concurrence with the judgments delivered. Appeal dismissed with costs.—COUNSEL, *Walter Ryde* and *H. R. Ward*; *Alex. Glen*, K.C., and *Disturnal*. SOLICITORS, *Dennison, Horne, & Co.*, for *George Green*, Cradley Heath; *James Mitchell*, for *Herbert Taylor*, Wolverhampton.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

SEAL & EDGELOW *v.* KINGSTON. No. 1. 23rd May.

PRACTICE—DISCOVERY—JOINT PLAINTIFFS—REFUSAL BY ONE PLAINTIFF TO MAKE AFFIDAVIT OF DOCUMENTS—APPLICATION BY CO-PLAINTIFF TO ATTACH—JURISDICTION—R. S. C. XXXI. 21.

A partnership between two solicitors having been dissolved, one of the partners, without the consent or authority of the other, brought an action in the firm name to recover the amount of a bill of costs alleged to be due from a client of the firm. The defence was that by an arrangement with the other partner the defendant was not liable for the costs. The non-assenting partner applied to stay the action upon the ground that it was brought without his authority, and an order was made in effect refusing the stay upon the partner who was conducting the action indemnifying the other partner against the costs of the action, and this indemnity was given. An order was made that the plaintiffs should make an affidavit of documents, and this order was served on the partner conducting the action, who was acting as the solicitor in the matter, and he served a copy of it on the other partner. The latter did not make an affidavit of documents, and the defendant applied to have the action dismissed for non-compliance with the order. The partner conducting the action thereupon took out a summons to attach the other partner for not obeying the order.

Held, that the judge had jurisdiction in such a case to make an order for attachment.

Appeal from an order made by Ridley, J., at chambers. On the 31st of December, 1905, a firm of solicitors, consisting of two partners, Seal and Edgelow, who had carried on business under the firm name of Seal & Edgelow, dissolved partnership. The defendant had been a client of the firm. On the 10th of November, 1906, Seal brought this action against the defendant in the name of the firm to recover the amount of a bill of costs alleged to be due to the firm. The defence was that by an arrangement with Edgelow the defendant was not to be liable for the costs. Seal acted as solicitor for the plaintiffs in the action. Edgelow stated that the action was brought without his consent or approval. The usual order for an affidavit of documents by the plaintiffs was made, and Seal made an affidavit, but Edgelow did not. Edgelow took out a summons to have the action stayed upon the ground that it was brought without his authority. The judge upon that summons decided that, upon Edgelow disclaiming all right or interest in any sum which might be recovered in the action, and upon Seal giving him an indemnity against all costs to be incurred in the action after the date of the summons, there should be no order. Seal accordingly gave Edgelow an indemnity against the costs. On the 13th of December, 1907, an order was made on the application of the defendant that "the plaintiffs do make a further and better affidavit as to documents in their possession within one month." This order was served by the defendant upon Seal, and Seal served a copy of it on Edgelow, a note being indorsed upon the copy that, "If you, the within-named plaintiff, John Hennen Edgelow, neglect to obey this order by the time therein limited, you will be liable to process of execution for the purpose of compelling you to obey the said order." Seal made a further affidavit of documents, but Edgelow did not, and the defendant took out a summons to dismiss the action for non-compliance with the order, and the master made an order dismissing the action unless Seal applied within seven days to attach Edgelow for non-compliance with the order of the 13th of December, 1907. Seal accordingly applied for an order to attach Edgelow, but Ridley, J., held that he had no jurisdiction to make such an order. Seal appealed, and contended that in such a case a plaintiff could apply to attach his co-plaintiff for not complying with the order.

THE COURT (GORELL BARNES, P., and FARWELL, L.J.) allowed the appeal.

GORELL BARNES, P., said that the only question before them was whether there was jurisdiction to order an attachment to issue in such a case as this. They had not to decide whether, on the facts, an attachment should issue. It was clear upon the authority of *Whitehead* v. *Hughes* (2 Cr. & M. 318) that Seal, as a partner in the firm, had a right, upon giving an indemnity to his co-partner against the costs of the action, to use the name of the firm for the purpose of bringing an action to recover a debt alleged to be due to the firm. Seal had given an indemnity. He understood the word "plaintiffs" in the order of the 13th of December, 1907, to mean the partners in the firm in whose name the action was brought. That order having been disobeyed by Edgelow, the partner having the conduct of the action was entitled to come to the court for the purpose of enforcing obedience to that order. The learned judge, therefore, had jurisdiction to entertain the application, and the matter must be referred back to him to deal with it on the facts.

FARWELL, L.J., concurred. In his opinion the plaintiff Seal could apply to attach his co-plaintiff Edgelow for disobedience to the order. The order was made upon both plaintiffs, and a copy of it was served upon Edgelow by Seal, with an indorsement stating the consequences of not obeying it. Edgelow must obey that order unless he could get it set aside. Where one of two partners was endeavouring to get in the partnership assets, the other partner, who had an indemnity from the former against costs, must assist him in complying with an order for discovery.—COUNSEL, *J. B. Matthews*; *R. F. Colam*; *E. F. Spence*. SOLICITORS, *S. S. Seal*; *Hennen Edgelow, & Co.*; *R. H. Behrend & Rodger*.

[Reported by W. F. BARRY, Barrister-at-Law.]

PLIMPTON AND ANOTHER v. BURKINSHAW. No. 1. 22nd May.

LUNATIC — PERSON INCAPABLE OF MANAGING HIS AFFAIRS — PERSON APPOINTED TO CARRY ON HIS BUSINESS—PERSONAL LIABILITY FOR GOODS SOLD TO BUSINESS—LUNACY ACT, 1890 (53 & 54 VICT. c. 5), ss 116 (1) (d) (2), 120 (c), 124.

Where a person is appointed under the provisions of the Lunacy Act, 1890, to carry on the business of a person who is through mental infirmity, arising from disease or age, incapable of managing his affairs, though not a lunatic so found, the former carries on the business as agent for and on behalf of the latter, and is not personally liable for the price of goods supplied to the business unless he does something to make himself personally liable.

Appeal by the plaintiffs from the judgment of Sutton, J., in an action to recover £416 4s. 7d., the price of goods sold and delivered. Prior to the 1st of April, 1901, one Arthur Ellershaw carried on business under the name of J. Ellershaw & Sons. On the 1st of April, 1901, an order was made by a master in lunacy, under sections 116 and 120 of the Lunacy Act, 1890, that "it having been established to my satisfaction that the said Arthur Ellershaw, though not lawfully detained as a lunatic not so found by inquisition, is through mental infirmity arising from disease incapable of managing his affairs, I do order (1) that upon the certificate of the said masters that he has completed his security, the said William Parker Burkinshaw"—the defendant—"be and hereby is authorized to exercise as regards the estate of the said Arthur Ellershaw the powers of a committee of the estate, as in the case of a person of unsound mind so found by inquisition, and to carry on the business of the said Arthur Ellershaw, and for that purpose to employ the assets of the said Arthur Ellershaw, and that he be at liberty to pay the premiums payable to such guarantee society as the said masters shall accept as his security out of the estate of the said Arthur Ellershaw." On the 3rd of April, 1901, the following circular letter was sent by Ellershaw's solicitors to, amongst others, the plaintiffs: "Hull, 3rd April, 1901.—*Re* Mr. Arthur Ellershaw. —Gentlemen,—We beg to inform you that on Monday, the 1st instant, Mr. William Parker Burkinshaw, of this city, was, subject to the completion of his security, authorized by the court to carry on the business of Mr. Arthur Ellershaw, and for that purpose to employ his assets, and to exercise as regards the estate of that gentleman all the powers of a committee of the estate.—Yours faithfully, Moss, Lowe, & Co." After the date of the order down to October, 1907, goods were supplied by the plaintiffs to the firm of J. Ellershaw & Sons upon orders given in the name of the firm, and the plaintiffs now sued the defendant Burkinshaw to recover the balance of the price of the goods so supplied. Sutton, J., following the decision of Grantham, J., in *Isaacs* v. *Chinery* (74 L. T. 320; 44 W. R. Dig. 98), held that the defendant was not liable. The plaintiffs appealed.

THE COURT (GORELL BARNES, P., and FLETCHER MOULTON and FARWELL, L.JJ.) dismissed the appeal.

GORELL BARNES, P., said that it was clear from section 116, sub-section 2, and section 124 of the Lunacy Act, 1890, that the defendant was carrying on the business as agent for and on behalf of the person who was incapable of managing his own affairs, and was not therefore personally liable for the price of the goods supplied to the business. There was no suggestion here that the defendant had held himself out or done anything to make himself personally liable. In *Burt, Boulton, & Hayward* v. *Bull* (43 W. R. 180; 1895, 1 Q. B. 276) the defendant was appointed by the court in a debenture-holders' action receiver and manager to carry on the business of a company, and it was held that, as he was not the agent of the company or of any one else, he was personally liable. That was quite different from the present case. The defendant therefore was not liable.

FLETCHER MOULTON, L.J., concurred. The case fell within the decision in *Owen & Co.* v. *Cronk* (1895, 1 Q. B. 265, 43 W. R. Dig. 147), and not within the decision in *Burt, Boulton, & Hayward* v. *Bull* (*supra*).

FARWELL, L.J., concurred.—COUNSEL, *Mark Romer*, K.C., and *A. P. Longstaffe*; *Scott Fox*, K.C., and *A. Adair Roche*. SOLICITORS, *Collyer-Bristow & Co.*, for *W. J. Stuart*, Hull; *Cunliffes & Davenport*, for *Moss, Lowe, & Co.*, Hull.

[Reported by W. F. BARRY, Barrister-at-Law.

High Court—Chancery Division.

HARPER *v.* **McINTYRE.** Eve, J. 13th, 14th, and 15th May.

WRIT OF ATTACHMENT—ORDER TO PAY ON ADMISSIONS—DEFAULT BY A TRUSTEE—ORDER INCLUDING SUMS NOT IN THE POSSESSION OR UNDER THE CONTROL OF THE TRUSTEE—ASSIGNMENT OF BOOK DEBTS TO SECURE COSTS—DEBTS THOUGH ASSIGNED ALREADY DISCHARGED AT DATE OF ASSIGNMENT—ESTOPPEL—DEBTORS ACT, 1869 (32 & 33 VICT. c. 62), s. 4, SUB-SECTION 3.

J. M. charged certain specified book debts in favour of H., and verbally agreed that he would hand over the sums received from the debtors to H. Among the debts were several which had already been paid at the date of the charge. H. brought an action against J. M. to enforce the security. J. M., by his defence, denied the verbal agreement, but admitted the receipt of the moneys. He did not appear at the trial. The court made an order on J. M. for payment personally. J. M. disregarded the order, and H. then moved to attach him.

Held, that J. M. was a trustee since the date of charge, but as the order for payment comprised certain sums which were not in his possession or control he was not a trustee of the sum mentioned in the order for payment, and the motion must be refused.

Preston *v.* Etherington (37 *Ch. D.* 104) *explained.*

On the 9th of November, 1906, the defendant was indebted to the plaintiffs, his then solicitors, for a considerable sum for costs, and charged in their favour the debts due and owing to him from the persons named in the schedule to the memorandum of charge with the payment of all costs due or to become due from him to them, and agreed, when called upon, to execute a formal assignment with a power of attorney. At or about the same time he verbally agreed with the plaintiffs that if they would refrain from giving notice of the assignment to the debtors he would pay over to the plaintiffs the sums which he received in payment of the debts mentioned in the schedule. He did in fact hand over to the plaintiff two cheques received from the debtors in respect of such debts for £11 0s. 2d. in all, but the list of debtors in the schedule was wrong, and included a number of debts which had already been paid. The solicitors brought the above action claiming a declaration that the defendant was a trustee of the proceeds of the debts, and an order upon the defendant as trustee or as a person in a fiduciary capacity to pay the proceeds to the plaintiffs. The defendant by his defence denied the agreement, but admitted receipt of the moneys. He did not appear at the trial. Joyce, J., upon the admissions and after hearing Mr. Harper's evidence, ordered the defendant on or before the 26th of February, 1908, or subsequently within seven days after service of the order, to pay to the plaintiffs £167 1s. 8d., being the amount of the book debts comprised in the schedule referred to less the amount of the two cheques and certain small sums specified in the schedule. The learned judge did not decide whether the defendant was a trustee of the sums received by him. The plaintiffs then brought this motion for leave to issue a writ of attachment against the defendant; they alleged the verbal agreement, but the defendant contended that, as certain sums stated as debts in the schedule had at its date already been received by him, such sums had not been received nor were they in his possession or control so as to bring him within the third exception of section 4 of the Debtors Act, 1869, and to that extent the order for payment was wrong.

EVE, J.—This case, which has occupied some considerable time, involves two questions of importance: first, the liberty of the subject; and, secondly, to some extent, the professional conduct of solicitors, into which the court is always extremely anxious to afford a full and complete investigation. From time to time attention is directed to complaints against solicitors, and on those allegations unfair and unjust aspersions are often made against the profession in general. This is an illustration of the way clients sometimes impose on the good nature and unselfishness of members of the profession. If the matter were in my discretion I would not have the slightest hesitation to make the order asked for. In 1906 Mr. John McIntyre, whose domicil of origin is Scotch, was engaged in business in the City of London. He was then sued by a Mr. Kruger for a considerable sum of money. Under the advice of counsel, McIntyre compromised the suit on terms of payment to Kruger of a sum of £1,500, secured by an assignment of book debts, dated the 16th of September, 1906. The debtor was advised that Kruger would give notice of the assignment to the debtors and he was also perfectly well aware that such notice would destroy his business. Thereupon, by the help of his then solicitors, the applicants on this motion, McIntyre entered into negotiations by which a client was to advance £1,000, which Kruger was willing to accept in settlement, the client was to be secured by an assignment of the same book debts, and was to receive a bonus of £200 for the loan. The arrangement was carried through, McIntyre, at the same time, on the advice of his solicitors, agreed with the lender that no notice of assignment should be given. Instead of this, McIntyre was to pay over to the lender or to the solicitors on his behalf the sums paid by the book-debtors as and when the same were received. The net result of that transaction was that instead of a liability to Kruger of £1,500 entailing notice to his debtors, McIntyre was called upon to pay £1,200 to his solicitors' client and avoided loss by publicity. The arrangement thus completed placed McIntyre, as himself admitted, under obligations to those who did it. He was aware that considerable costs had been incurred by Kruger's action and the new agreement. Harpers accordingly suggested that McIntyre should secure the costs by an assignment to them of such book debts as had accrued, or would accrue subsequently to the 21st of September, 1906, contemporaneously with the arrangement with Harpers' client. Harpers looked to the book debts as their security, and a document was prepared creating a charge on the book debts specified in the schedule of the document. The list of debtors was not dictated by John McIntyre, but by his son, E. S. McIntyre, about the 16th of November, 1906. I have not seen E. S. McIntyre in the box, and it appears he is in Ceylon, and I will refrain from saying anything about the composition of the schedule. In fact it contained a number of names of debtors who had already paid their debts. E. S. McIntyre may have an honest explanation shewing that the names referred to were included honestly. I can say nothing about this in his absence. John McIntyre executed the agreement. Then Harpers allege an agreement in effect similar to that which was entered into between McIntyre and their client in respect of the £1,000. No notice was to be given to the debtors, provided that McIntyre would at once hand over the moneys received by him from the scheduled debtors. Having heard the evidence, I have no hesitation in accepting Mr. Harper's statement as the true one. And there were certain circumstances which would corroborate it even if there were a conflict of evidence on the point. E. S. McIntyre must have known that notice was not to be given to the debtors when he prepared the names in the schedule; and Harpers, when shewing great forbearance and consideration for McIntyre, could not be blind to the fact that John McIntyre was in low water financially, and some agreement must have been made. As from that date McIntyre, or his son for his benefit, received nearly the whole of the money, and upon the commencement of another action against McIntyre by another creditor John McIntyre changed his solicitor, as he was quite

entitled to do. McIntyre then sends a letter to Harpers requesting them to deliver their bill of costs "as he had on several occasions asked them to do." No one knew better than John McIntyre that the costs would not have been paid if the bill had been delivered, but this was delivered by return of post. The costs were taxed, and thereupon Mr. McIntyre took out a summons to review. The review did not relieve Mr. McIntyre from his liability to pay; pending the taxation proceedings, the solicitors, together with the judgment creditor, issued a bankruptcy notice. Mr. McIntyre was given every opportunity to appear, but he complained that the petition was advertised. He asserted his Scotch domicil. Persons of that kind who take shelter under a technical defence while protesting their entire willingness to meet the claim, cannot complain if every technical means are resorted to to compel performance of their obligations. In the result the bankruptcy petition was dismissed with costs. Within forty-eight hours McIntyre's solicitors wrote to Harpers that execution would be levied in twenty-four hours unless the costs were paid. This was done and the litigation between the parties was renewed upon the summons for review, and McIntyre succeeded in the sum of £17. Then Messrs. Harper commenced an action to enforce the charge of the 9th of November, 1906. The action was before Mr. Justice Joyce. Mr. McIntyre delivered a defence admitting the receipt of the moneys. When the case came on the defendant did not appear. The learned judge on the admissions in the pleadings, and on Mr. Harper's evidence, ordered on the 12th of February, 1908, that the defendant should on or before the 26th of February, 1908, or subsequently within seven days after service of the order, pay to the plaintiffs £167 1s. 8d., being the amount of the book debts comprised in the schedule of the memorandum of charge dated the 9th of November, 1906, less the sums of £11 received by the plaintiffs prior to the action and two small items of £4 and 4s. being the last items mentioned in the schedule. The order made was served and was not complied with, and the plaintiffs brought this motion seeking to attach the defendant for non-payment on the ground that he received the money as a trustee and that the money was in fact in his possession and control. The judgment on the face of it does not declare the defendant to be a trustee. The plaintiff's junior counsel stated that the learned judge would not say so then, but reserved the point for this motion, which he anticipated would be made. Evidence was filed to establish the contemporaneous agreement constituting the defendant a trustee. The evidence has established that the defendant was a trustee since the 16th of November, 1006. On that finding of fact I would have made the order now asked for, but a difficulty which has been raised by Mr. Macnaghten seems insuperable. Mr. Justice Joyce's order was on the footing that the defendant (who is now found to be a trustee) had in his possession or control £167, and the judgment was to pay that sum, which the defendant now said that he had never received. A judgment based on admissions cannot be placed higher than a judgment upon an admission in pleadings or in a certificate for payment in an administration action. It is generally the executor or trustee who produces the entries and goes on to admit a balance, which is entered on the certificate. The order for payment then shews that the respondent is a trustee with the moneys in his power and under his control. In each of those cases, and in the cases of persons bound by admissions of counsel, any respondent resisting an application for attachment may shew that the order on which the application is based does not bring him within the exception to the 4th section of the Debtors Act, 1869. *Re Fewster* (1901, 1 Ch. 447) shewed that the court was not precluded by an admission from investigating the amount which had actually been received. That case was followed by *Re Wilkins* (1901, W. N. 202). In *Preston* v. *Etherington* (37 Ch. D. 104), in the course of a compromise, the defendant constituted himself a trustee and admitted means of account. Having defaulted, a motion was made to attach him. The question was whether the court had jurisdiction to make the order for attachment. Had he shewn that he had no means he would have succeeded in resisting the order. It seems to me that I am bound to refuse the motion in this case, but I do so without any order as to costs.—Counsel, *Jessel*, K.C., and *G. C. Rankin*; *Malcolm H. Macnaghten*. Solicitors, *Harper, Battcock, & Goode*; *A. W. Mills*.

[Reported by A. B. Orde, Barrister-at-Law.]

High Court—King's Bench Division.

LASSELLS & SHARMAN (LIM.). *Re* THE FREEMASON'S ARMS, CHESTER. Bray, J. 19th and 20th May.

Licensing Law—Licensing Act, 1904—Compensation Awarded by Commissioners—Evidence as to Business Done.

The question of compensation for an ante-1869 *beerhouse, which had been recently rebuilt, was referred by quarter sessions to the Commissioners of Inland Revenue for the assessment of compensation. The brewers claimed for the loss of the licence* £1,250, *but were only awarded* £150.

Held, that the amount of compensation was a question of fact, and was to be ascertained by considering, in view of all the circumstances, what sum an intending purchaser would give for the premises, based on the return of profits for the last seven years. The evidence here was that the profits were not more than the rent the premises would let for as a shop or private house, and therefore no compensation was payable to the brewers in respect of the loss of the licence, but only in respect of the costs of alteration, loss on trade fixtures, and out-of-pocket expenses for cleaning the premises.

Appeal under the Licensing Act, 1904, from the decision of the Commissioners of Inland Revenue, fixing the amount of compensation of the Freemason's Arms, Chester. The appellant company acquired the leases of the premises in question, together with two cottages, in November, 1898, at a rent of £44, and in the October of the following year purchased the freehold for £1,656. The licence was an *ante*-1869 beerhouse licence, and the question was whether this fact had, under the circumstances set out below, been rightly omitted in arriving at the compensation awarded the brewers, the house having since been reported. When the property was acquired it was greatly out of repair and was entirely rebuilt in 1902. Under a street improvement scheme the premises were then set back six feet, and the Corporation of Chester paid the freeholders £150 compensation. In 1906 the house was reported, and the quarter sessions referred it to the commissioners to assess the amount of compensation. The commissioners estimated that the premises would let at £35, and that their value at twenty years' purchase was £584; that the premises could be altered for £27 so that they could still be let, without the licence, for £35 a year, and the value of the premises at twenty years' purchase would still be £584. Accordingly they awarded £105 as compensation, which sum was made up as follows: £27 cost of alteration, £43 for loss on trade fixtures, and £35 for cleaning the place. The grounds of the appeal were that this sum did not represent the difference between the value of the licensed premises (calculated as if the licence was subject to the same conditions of renewal as were applicable immediately before the passing of the Act of 1904, including in that value the amount of depreciation of trade fixtures arising by the reason of the refusal to renew the licence) and the value which the premises would have if they were not licensed premises; and further, that the commissioners had failed to take into account many elements of value, such, for example, as the fact that the house was an *ante*-1869 beerhouse; that the premises had been rebuilt so recently as 1903, and could not be altered for any other trade except at a great expense; that the street was under improvement, and that there was every prospect of more trade being done year by year by the house. They claimed that the amount of compensation for the surrender of the licence ought to be £1,250.

Bray, J., in giving judgment, said that in this case he had to ascertain two values—the value of the premises with the licence and the value of the premises without the licence. As to the former he had no difficulty in arriving at a figure between £640 and £650, based on the barrelage of the last three years. The market value of the premises was a pure question of fact, to be ascertained by the licensee's profits. Then came the question what number of years' purchase an intending purchaser would be willing to give, and in the circumstances he thought such a purchaser would not give more than seven years. Taking into account the whole history of the case and the fact that the brewers had only made an average profit of some £27 a year during the last seven years, and had been obliged to get an employee of their own as tenant, he came to the conclusion that it would be about as valuable to them without the licence as it had been with the licence. He had considered the question as to the prospect of increased trade, and could not help thinking that the house as it originally was was more fitted for the particular class of trade than it was after rebuilding. The appeal would therefore be dismissed.—Counsel, *Danckwerts*, K.C., and *Ryde*; *Sir S. T. Evans*, S.G., and *Lowenthal*. Solicitors, *Long & Gardiner*, for *F. H. Anderson*, York; *The Solicitor for Inland Revenue*.

[Reported by Erskine Reid, Barrister-at-Law.]

KENT *v.* FITTALL. Div. Court. 25th May.

Election Law—Registration—Household Qualification—Part of House—Inhabitant Occupier or Lodger—Resident Landlord—Representation of the People Act, 1867 (30 & 31 Vict. c. 102), ss. 3, 4, 61—Parliamentary and Municipal Registration Act, 1878 (41 & 42 Vict. c. 26), ss. 5, 28, sub-section 10.

Where a person lives in a room or rooms in an ordinary dwelling-house, which he hires unfurnished from the owner, the fact that the owner himself lives in other rooms in the house is not conclusive to shew that, for the purposes of the franchise, the position of the person in question is that of a lodger only as distinguished from that of an inhabitant occupier as tenant. Therefore, where a revising barrister held that, although proof of these facts might be prima facie *evidence of objection in circumstances where legal evidence only could be accepted, he was entitled, having regard to evidence he had collected of the common practice of letting rooms in that particular borough or place, by sub-section* 10 *of section* 28 *of the Parliamentary and Municipal Registration Act*, 1878, *to weigh the evidence and decide as a fact whether the name of a particular voter had rightly or wrongly been placed on the list of tenant occupiers.*

Held, that the revising barrister was entitled to consider evidence "by repute or otherwise" against the objection.

Case stated by the revising barrister for the Borough of Devonport. The matter had been before the courts on several occasions, and on the 14th of April last the Court of Appeal sent the case back to the barrister to state more fully the grounds which had led him to decide that there was no *primâ facie* proof of any valid objection to the names of some hundreds of persons who occupied one or more rooms in ordinary dwelling-houses in the borough, and paid an inclusive weekly rent to the landlord or landlady who lived on the premises, being entered on the occupiers' list as householders. Paragraph 5 of the case, as re-stated, was as follows: "I held that although proof of the said facts may be *primâ facie* evidence of the ground of objection in circumstances where legal evidence only can be accepted, the *primâ facie* proof dealt with in sub-section 10 of section 28 of the Parliamentary and Municipal Registration Act, 1878, was to be proof to my satisfaction that there was reasonable ground for believing that the objection was well founded. I had made previous inquiries of various persons in a position to give reliable information, including my predecessor as revising barrister in the said borough. As the result of such

previous inquiry, and of oral evidence given before me by the overseers and their canvassers, who were examined by me and whom I allowed the objector to examine, I found the following facts:" The facts found were, shortly, (1) that the house, part of which was alleged to be separately occupied by such person as a dwelling, was itself a house of the description known as an ordinary dwelling-house; (2) that the landlord or landlady to whom such person paid rent also resided in the house; and (3) that the landlord or landlady was rated and paid the rates for the whole as a separate tenement. The appeal was by the Conservative agent, and on his behalf it was contended that in stating paragraph 5 the revising barrister had placed a wrong construction on section 28, sub-section 10, of the Act of 1878. The last clause of that sub-section only applied to cases where the evidence of the objection was not conclusive, and the revising barrister had to form his own opinion on the evidence as well as he could. Here the revising barrister had found facts and had assumed a right to decide the point of law arising on those facts.

Lord ALVERSTONE, C.J., in the course of his judgment, said that the revising barrister had so stated the case as really to state the appellant out of court. He had found as a fact that the landlord had no control over the dwelling in which the claimant resided, and the court could not go behind that finding of fact. So it came to this, they could not accept the appellant's contention that the barrister was not entitled to consider evidence "by repute or otherwise" against the objection, and they must hold that he had come to a conclusion of fact on materials of whose weight and substance it was for him alone to judge. The appeal must necessarily be dismissed.

DARLING and SUTTON, JJ., concurred. Judgment accordingly.—COUNSEL, *Foote*, K.C., and *Daldy*; *Danckwerts*, K.C., and *G. W. Ricketts*. SOLICITORS, *Ayrton, Biscoe, & Barclay*; *Cunliffes & Davenport*, for *R. J. Fittall*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Criminal Appeal.

REX *v.* **DYSON.** 22nd and 25th May.

CRIMINAL LAW—MANSLAUGHTER—INJURY INFLICTED MORE THAN A YEAR AND A DAY BEFORE DEATH.

It is still the law, that to support a charge of manslaughter death must occur within a year and a day of the time when the injuries causing it were inflicted. Non-application of section 4 (1) of the Criminal Appeal Act.

This was an appeal against a conviction for manslaughter before Mr. Justice Coleridge, at the Manchester Assizes, on the ground of misdirection by the learned judge. The prisoner was sentenced to ten years' penal servitude. It appeared that the prisoner had assaulted his infant daughter, a baby, in November, 1906, and again in December, 1907. The child died on the 5th of March, 1908, and the prisoner was convicted of manslaughter. In the course of his summing up the learned judge said: "He [counsel for the defence] also, if I understood it rightly, argued that the death was not accelerated, but was caused by the fracture of the skull which took place on the 13th of November, 1906; and, therefore, if that be the contention of the prisoner, we need not trouble ourselves with inquiring into what exact amount of acceleration of death may be attributed to recent and subsequent injuries apart from and as if this had never occurred." Later in the summing up he said: "He [the doctor] comes to the conclusion that the child died from meningitis, the result of an external injury. It does not matter, it seems to me, whether that took place in 1906 or whether it took place in 1907. If it was caused by the prisoner he was as guilty of what he did in 1906 as he was in 1907, although the immediate effects of his conduct did not take place until a much later date."

THE COURT (Lord ALVERSTONE, C.J., and LAWRANCE and RIDLEY, JJ.) held that there had been misdirection in this case, as it was still the law of England that unless death occurred within a year and a day of the time when the injuries causing it were inflicted, the person charged could not be convicted of manslaughter. It had been submitted that they could convict the prisoner of cruelty to his child under section 1 (3) of the Prevention of Cruelty to Children Act, 1904, by virtue of their power under section 5 (2) of the Criminal Appeal Act, 1907, but they could not do that as the prisoner had already been convicted summarily for both the assaults: see *Reg.* v. *Morris* (L. R. 1 C. C. R. 90). There still remained the question under section 4 (1) of the new Act by which the court, although of opinion that the point raised might be decided in the appellant's favour, might dismiss the appeal if they considered that no substantial miscarriage of justice had occurred. The question which ought to have been left to the jury was: Did the prisoner accelerate the death of his child by the injuries he inflicted on her in December, 1907? See *Reg.* v. *Martin* (5 C. & P. 128). They thought that if the jury had been properly directed they would have answered that question in the affirmative. But as they could not say that the jury must have come to that conclusion they could not act under section 4 (1) of the Act. They regretted that the Legislature had not seen fit to give the court the power to order a new trial.—COUNSEL, *Shepherd Little*; *Cremlyn*. SOLICITORS, *The Director of Public Prosecutions*; *The Registrar of the Court of Criminal Appeal*.

[Reported by C. G. MORAN, Barrister-at-Law.]

REX *v.* **ELLIOTT.** 22nd May.

CRIMINAL LAW—APPEAL—COURT OF CRIMINAL APPEAL—CRIMINAL APPEAL ACT, 1907 (7 ED. 7, c. 23), s. 6 (2)—CRIMINAL APPEAL RULES, 1908, No. 9.

Where the Court of Criminal Appeal dismiss an appeal from a conviction, notwithstanding section 6 (2) of the Criminal Appeal Act, 1907, and rule 9 of the Criminal Appeal Rules, 1908, a person against whom an order of restitution has been made on the conviction has no right to appear before the Court of Criminal Appeal where that court does not annul or vary the order of restitution.

This was an appeal on the ground that the indictment under which prisoner was convicted was bad in law, as counts for two felonies were included in it. On its appearing that the judge who tried the case had called upon the prosecution to elect upon which charge they would proceed the court dismissed the appeal, holding that the usual practice had been followed, by which, where two charges of felony were included in the same indictment, and the judge was of opinion that the prisoner would be embarrassed, he could either quash the indictment or call upon the prosecution to elect upon which charge they would proceed. On the appeal being dismissed, counsel for a person against whom an order of restitution had been made under section 100 of the Larceny Act, 1861, on the conviction of the prisoner, said that he appeared to ask that that order should be varied. Counsel for the person in whose favour the order of restitution was made, submitted that there was no right of appeal in the matter. By section 6 (2) of the Criminal Appeal Act, 1907: "The Court of Criminal Appeal may by order annul or vary any order made on a trial for the restitution of any property to any person, although the conviction is not quashed; and the order if annulled shall not take effect, and if varied shall take effect as so varied." By rule 9 of the Criminal Appeal Rules the person "in whose favour or against whom the order of restitution has been made . . . [is] entitled to be heard by the Court of Appeal before any order under the provisions of section 6, sub-section 2, of the Act, annulling or varying such order of restitution is made."

THE COURT (Lord ALVERSTONE, C.J., and LAWRANCE and RIDLEY, JJ.) were of opinion that the Act would require amendment before they could entertain such an appeal. The persons who were entitled to appeal were shewn in section 3 of the Act. There was provision for the suspension of an order for restitution until the appeal was decided, and then the order could be annulled or varied. Then, by rule 9 of the Criminal Appeal Rules, the person in whose favour or against whom an order of restitution had been made was entitled to be heard before any order under section 6 (2) of the Act annulling or varying the order of restitution was made. But they were not annulling or varying the order of restitution, and they did not think a right of appeal was given a person under the Act simply because an order for restitution had been made against him. Whatever the applicant's remedies were before the Act was passed were still open to him.—COUNSEL for the appellant, *George Elliott* and *Basil Watson*. SOLICITOR, *Arthur Newton*.

COUNSEL for the applicant, *Merlin*. SOLICITOR, *E. J. de Buriatte*.

COUNSEL for the person in whose favour the order of restitution was made, *Attenborough*. SOLICITORS, *Stanley Attenborough & Co.*

[Reported by C. G. MORAN, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

JACKSON (OTHERWISE MACFARLANE) *v.* **JACKSON** (by the Official Solicitor, his Guardian ad litem). Bargrave Deane, J. 20th, 21st, 22nd, and 26th May.

DIVORCE—NULLITY SUIT—INSANITY OF RESPONDENT—PRINCIPLES UPON WHICH COURT WILL GRANT DECREE.

The court will grant nullity when satisfied that one party to the marriage was, while understanding the nature of the contract, not free from the influence of morbid delusions upon the subject.

A wife's suit for nullity of marriage, on the ground that at the time of the marriage her husband was suffering from paranoia, or delusional insanity, and incapable of contracting marriage. The facts necessary for this report are as follows: Catherine Roxburgh Jackson, *née* Macfarlane, went through a ceremony of marriage on the 8th of October, 1904, with Herbert Parry Malpas Jackson, at St. Luke's Church, Kensington. There was a child born on the 20th of October, 1905. It appeared that since the respondent had returned from the South African War in 1902 he had been subject to delusions, the main ones being that there was a conspiracy or plot to injure him, that his letters were being tampered with, that he was impotent, and that he constantly heard voices. It was not disputed that he went through the ceremony as an ordinary individual would have done, but during the honeymoon in Italy the delusions gradually became more marked, and he also then alleged that his wife had been unfaithful. On the 18th of March, 1905, Mr. Jackson was certified as insane and removed to a private asylum. On behalf of the respondent it was urged that the delusions were not such as to affect his capacity to enter into a contract of marriage. During the argument the following cases were cited: *Waring* v. *Waring* (6 Moo. P. C. 241), *Hancock* (*otherwise Peaty*) v. *Peaty* (15 W. R. 719, 1 P. & D. 398), *Turner* v. *Meyers* (*otherwise Turner*) (1 Hagg. Consist. 414), *Durham* v. *Durham* (10 P. D. 80), and *Hunter* v. *Edney* (*otherwise Hunter*) (10 P. D. 93).

May 26.—BARGRAVE DEANE, J., said that he regretted the respondent had been unable to attend the trial, as the medical men were of opinion that the journey would be prejudicial to his health. The first question to be considered was as to the law in cases of this character. In the reports were a number of cases which were a guide to the court, but each case must in a great measure depend upon its own facts. The substratum running through the cases was to the effect that the court must take into consideration the nature of the alleged unsoundness of mind, and see whether it was of sudden or progressive growth. When the unsoundness of mind had been proved to be progressive a decree had been granted. In the present case it was, therefore, necessary to see how far back the insanity

could be traced. The law was clearly laid down in *Hunter* v. *Edney* (*otherwise Hunter*) by the late Lord Hannen, who said: "The question which I have to determine is not whether the respondent was aware that she was going through the ceremony of marriage, but whether she was incapable of understanding the nature of the contract she was entering into, free from the influence of morbid delusions upon the subject." Those words were short, concise, and clear, and he thought he could fairly use them in applying his mind to the facts of the case. According to the evidence it was clear that Mr. Jackson had always been of a silent, morose, and retiring disposition, but until after his return from South Africa in 1902 none of his friends had observed any delusions or mental irregularities in him. [His lordship then reviewed the evidence concerning the respondent's doings prior to his marriage, and continued:] In his opinion those actions shewed there existed a confusion of ideas in the respondent's brain and an unsoundness of mind. The letters written to the petitioner during the brief courtship clearly shewed that his desire in marrying her was to procure someone to protect him against his enemies. These documents also referred to the delusions existing in his mind as to the plots against him and the crimes alleged to have been committed by him. The marriage had been hurried on and the respondent had been very anxious to leave the country and rid himself of his imaginary enemies. Although the respondent had previously executed a will and made a settlement in favour of the petitioner, he (his lordship) thought it did not require a great amount of intelligence to understand the making of a will leaving all his estate to his wife, when it only consisted of a little furniture and a policy of insurance effected on his life. The court had not to consider the question whether the respondent understood legal matters, but whether his mind was being actuated by delusions. [His lordship referred in detail to the evidence of the respondent's conduct on his honeymoon in Italy, and continued:] While on the Continent the respondent complained that he was being watched, spied upon, and that signals and signs were being made about him, and that everybody was laughing at him owing to his impotency. That last delusion was a very material one, because the evidence shewed it had existed before marriage as well. It was possible for a man to have such an opinion before a marriage, but there could be no such delusion after. In the present case the delusion had persisted, for even after the petitioner had informed him that she was *enceinte* he still expressed the belief that he was impotent. After their return to England the disease had so progressed that the respondent was certified as insane, and had been pronounced incurable. The eminent alienists who had been called agreed that "paranoia" was incurable, and a disease of progressive growth. One of the experts had expressed as his opinion that the disease in the present case dated from the return of the respondent from South Africa. It was therefore for the court to determine whether the respondent was, on the 8th of October, 1904, capable of understanding the nature of the contract he was entering into, free from the influence of morbid delusions upon the subject. The burden of proof was upon the petitioner, and in his opinion she had succeeded, and had clearly established that the respondent's disease was of gradual growth, and had existed long before the parties became acquainted. Therefore there would be a decree *nisi* of nullity, with costs, and the petitioner would have the custody of the child. With regard to the costs of the official solicitor, he (his lordship) would follow the form of order made by Neville, J., on the 21st of June, 1907, in the case of *Goatley* v. *Jones* (unreported) in accordance with R. S. C., ord. 65, r. 13, and direct that the costs of the official solicitor, as the respondent's guardian *ad litem*, should be taxed and paid by the petitioner to the official solicitor, and that the petitioner should be at liberty to add her own costs to those so paid to the official solicitor, and recover them against the respondent.—COUNSEL, *Barnard*, K.C., and *Willock*; *Rawlinson*, K.C., and *W. O. Willis*. SOLICITORS, *Herbert Oppenheimer*; *The Official Solicitor*.

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

Solicitors' Cases.

Solicitor Ordered to be Suspended for Twelve Months.

May 25.—ARTHUR GEORGE COLBECK, Wrexham.

Law Students' Journal.

The Law Society.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination, held on the 6th and 7th of May, 1908:

Annand, Allan Young
Baker, Alan Clifford
Baker, John Harry
Barford, George Edmund
Barker, Geoffrey
Batten, Maxwell Cornish
Battishill, Philip Henry
Borrett, George Kenyon Forster
Bourne, John Frederick
Boustred, Ernest Stanley
Broad, Malcolm Charles
Brown, Wilfred Roland Alexis
Clegg, Charles Mitchell
Clifton, Hubert Beverley
Cohen, Sydney
Cotching, Alfred
Cotton, Gerald Vincent
Cruttwell, George Henry Wilson
Cuff, Robin Ernest
Day, Richard
Drew, Vincent
Firth, Henry
Fisher, John Francis Barling
Foot, Robert William
Gates, Eric Chasemore
Goulden, Edward Leo
Gregson, George Arthur
Griffith, John Griffith
Gulland, Alan Hepburn
Harrison, Isambard
Hemphill, Leslie Duncan Owen
Hill, Malcolm Walter
Ireland, Duncan
Jackson, Thomas
Jenkins, Leonard Cottrell
Jones, Herbert James Hiley
Joseph, Cecil Neild
Kains, Tom De Shurland
Kennedy, John
Langley, Carleton George
Leigh-Pemberton, Charles
Lloyd, Edward Walford
Lucas, William Herbert
Miller, Christopher
Mortimer, Arthur Fortescue
Muckle, Mark
Murray, Kenneth Procter
Pritchett, Theodore Beal
Sheldon, Alfred Francis Boston
Shelley, Percy John
Smart, Guy Ross
Straight, Marshall Stuart
Synge, Alan Hamilton Stuart
Taylor, John
Thomas, William Oliver
Thompson, Edward Redfern
Tunnicliffe, Gerald England
Turner, Leonard Vane
Turner, Michael Howard
Ward, Clifford Hornby
Webster, William
Williams, Harry Gambold
Worthington, Frederick
Yarwood, John Llewelyn

No. of candidates ... 108 Passed ... 64.

By order of the Council,
E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, May 22nd, 1908.

Obituary.

Mr. J. Gwynne James.

We regret to record the death of Mr. John Gwynne James, of Hereford, solicitor. He was a son of Mr. Philip Turner James, of Hereford, surgeon, his youngest brother being Lord James of Hereford. He was admitted in 1845, and in the course of a long practice in his native town acquired a high reputation as a lawyer and built up a considerable practice. At his death the business was carried on by him in partnership with his son, Mr. Francis Reginald James (clerk to the magistrates for the Hereford division), under the style of Gwynne James & Son. Mr. Gwynne James was clerk to the Commissioners of Taxes for the City and County, and had, we believe, twice served the office of Mayor of Hereford. One of his sons, Mr. A. E. James, was appointed in 1900 County Court Judge for Circuit No. 52 (Bath, &c.).

Mr. E. N. Fenwick.

Mr. Edward Nicholas Fenwick, late police magistrate at Bow-street, died last week. He was educated at Trinity Hall, Cambridge; was called to the bar in 1873, and practised on the North-Eastern Circuit. He was appointed a police magistrate some years ago, and discharged the duties of that office most satisfactorily. He retired a few months ago. As Mr. Marsham remarked at Bow-street, "When he retired from the bench he was full of vigour, and it was hard to realize that he had been struck down. He had no hesitation in saying that Mr. Fenwick was beloved by everyone; no magistrate ever did his work better. He thoroughly mastered every subject he was called upon to deal with, and in difficult cases, involving nice points of law, he went to infinite pains to arrive at a just decision. His decisions, therefore, were always received with great respect."

Legal News.

Appointments.

Sir LEWIS TONNA DIBDIN, K.C., Judge of the Court of Arches, has been elected a Bencher of the Honourable Society of Lincoln's Inn, in succession to the late Mr. Vaughan Hawkins.

Mr. LEONARD WILLIAM KERSHAW has been appointed Assistant Registrar of the Court of Criminal Appeal. Mr. Kershaw was called to the bar in 1886.

Changes in Partnerships.

Admission.

Messrs. Cox & Lafone, solicitors, of Tower Royal, Cannon-street, have taken into partnership, as from the 1st of May, Mr. CYRIL ASTON DENYER, who has been with the firm since 1896.

Dissolutions.

CHARLES HAFFENDEN DODD and ROBERT EDWARD RAWSTORNE, solicitors (Dodd, Son, & Rawstorne), Reading and Caversham. March 31. [*Gazette*, May 22.

SAMUEL JONES FELDMAN and MAURICE VICTOR GOSSCHALK, solicitors (Feldman & Gosschalk), Kingston-upon-Hull. Feb. 1. [*Gazette*, May 26.

Information Required.

Captain CHARLES ERNEST VICKERS, R.E., deceased.—Any one having in his possession a Will of the late Captain Charles Ernest Vickers, R.E., of

the War Office, Whitehall, S.W., and of 41, Oakley-street, Chelsea, S.W., who died on the 6th of February last, or able to give any information as to the existence of any Will made by him, is requested to communicate with Mr. J. Clement Brown, solicitor, of 376 and 377, Strand, London, W.C.

General.

The County Courts Bill was read a third time and passed by the House of Lords on the 20th inst.

Mr. D. Lloyd-George is to receive the honorary D.C.L. degree from Oxford University at the Commemoration.

The death is announced of Mr. Harold Clifton, of Brighton, solicitor, from an accident while riding a motor bicycle at Hove on Saturday last. He came into collision with a motor-cab, and his skull was fractured and his arm broken. He died on Sunday. He was admitted in 1905.

Mr. Justice Bucknill and Mr. Justice Pickford have fixed the following commission days for the Summer Assizes on the Northern Circuit: Appleby, Thursday, June 18; Carlisle, Saturday, June 20; Lancaster, Thursday, June 25; Manchester, Tuesday, June 30; Liverpool, Thursday, July 16. Mr. Justice Pickford will not join the circuit until Manchester is reached.

A jury in Blankville, says *Lippincott's Magazine*, was sent out to decide a case, and after deliberating for a time, came back, and the foreman told the judge they were unable to agree upon a verdict. The latter rebuked the jury, saying the case was a very clear one, and remanded them back to the jury room for a second attempt, adding: "If you are there too long I will send you in twelve suppers." The foreman, in a rather irritated tone, spoke up and said: May it please your Honour, you might send in eleven suppers and one bundle of thistles."

There is a decidedly interesting paragraph, says the *Westminster Gazette*, in the letter to the Prince of Wales in which Lord Mount Stephen makes the announcement of his gift to King Edward's Hospital Fund: "Permit me to add that I hope, when the Finance Committee decide on changing any of the securities in which my contributions are at present invested, they will not be tempted to reinvest in what are called 'trustee securities.'" A palpable hit, though we do not know that any blame can properly be attached to the practice of the "trustee" investment.

The annual ladies' night debate of the Gray's Inn Debating Society was held in Gray's Inn Hall on Tuesday, Mr. A. H. L. Leach presiding, when the following motion was introduced by Mr. E. F. Spence: "That, in the opinion of this house, the drama is a moral and educational force, and, as such, is not properly recognised in this country." Mr. E. H. Coumbe, L.C.C., opposed it, and the other speakers were Mr. Courtney Terrell, Mr. Granville Barker, Mr. G. Rentoul, Miss Fagan, Miss B. Irwin, and Mr. Seborn. The proposition was carried by 153 against 68 votes.

Sir Thomas Esmonde having asked the Chief Secretary to the Lord Lieutenant of Ireland whether he would consider the question of establishing a public trustee in Ireland such as now exists in England, Mr. Birrell has replied: With a view to the full consideration of this question I have referred the matter to the Lord Chancellor, with the request that he will take an opportunity of considering whether legislation might not be usefully introduced next session, and, if so, upon what lines, regard being had to the difference between the English and Irish law.

On Tuesday, in the House of Commons, Mr. Fell asked the Secretary of State for Foreign Affairs whether there was any precedent for the agreement between this country and France respecting death duties [see *ante*, p. 485] and whether it was intended to make a similar agreement with any other country. Mr. Hobhouse said the French Government was the only one which had approached his Majesty's Government with a view to reciprocal arrangements of this kind; but should similar overtures be made by any Power, the propriety of entering into a similar agreement would be considered.

Dr. Kenealy, in his autobiography, just published, tells the following story of Lord Lyndhurst: "Lord Romilly told me to-day a story of Lord Lyndhurst which he heard from a registrar of his court. A counsel addressing Lord Lyndhurst for some time seemed to make little way, and Lyndhurst muttered audibly, 'This man is a fool.' The counsel continued for some time and got into the heart of the matter, upon which Lord Lyndhurst muttered, 'Not so great a fool as I thought.' Toward the close of the address, which was masterly, Lord L. a third time muttered: 'It is I who was the fool.' This was a fine trait in Lyndhurst."

The Board of Agriculture and Fisheries have issued a circular to county and borough councils in reply to constant inquiries as to the correct interpretation of the words "will themselves cultivate the holdings" which occur in section 1 of the Small Holdings Act, 1892, and in section 6 of the Small Holdings and Allotments Act, 1907. "If the words are construed in too narrow a spirit," says the circular, "the effect might be to limit the operation of the Acts to the provision of self-supporting small holdings, the cultivation of which would occupy the whole time and attention of the holder. The Board are of opinion, however, that there is nothing in the Acts which would prevent a council from providing holdings for those applicants who, while already engaged in some occupation, have sufficient spare time to be able to cultivate successfully a small holding. The experience of the past in many parts of the country shows that such men often succeed well as small holders, and the acquisition by them of small quantities of land as an adjunct to their present occupation frequently makes just the difference between bare subsistence and comparative prosperity."

A woman, says a writer in the *Globe*, lately asked Judge Tindal-Atkinson to adjourn the hearing of a case because her husband was ill. "What is the malady from which your husband is suffering?" inquired the judge. "Various vines," was the astonishing reply. His honour had another reminiscence with which to entertain the members of the Law Students' Debating Society at their annual dinner the other evening. An old man between eighty and ninety asked Judge Tindal-Atkinson to exercise his jurisdiction in bankruptcy by granting him an order for discharge. As the bankruptcy occurred as long ago as 1862, the judge asked the old man why he was now troubling about a discharge. The old fellow replied that he didn't want to go into the next world an undischarged bankrupt!

As a sample of the legal and judicial estimate of the domestic dog, the following from the opinion of Judge Hart, of the California Court of Appeals, in the case of *Ex parte Ackerman* (91 Pacific Reporter, 429), is, says the *Albany Law Journal*, well worth reading: "Even those dogs having the good fortune to have received the fullest measure of civilising care, nursing, petting, and general disciplinary domestication, from puphood to the danger point of maturity, have not had the instincts of savagery inherited from their distinguished ancestral relative and implacable enemy of the human race, the wolf, so mollified as to render them altogether disposed to maintain uniformly peaceful relations with the human family." All of which is perfectly true, and shows Judge Hart to be a philosopher as well as a jurist.

The Hon. Alfred C. Coxe, of the United States Circuit Court of Appeals, in an article in the *Yale Law Journal*, protests against the unloading upon the courts of long and irrelevant treatises under the misnomer of briefs. He remarks: "The prevailing characteristics of the modern brief are discursiveness and prolixity. In the courts of the United States a brief under thirty pages is the pleasing exception, and there are authentic instances where they have exceeded 800 printed pages. "A few years ago a cause was tried before the writer where the points in controversy were so sifted at the argument that but one simple question was reserved for decision. Counsel united in requesting that they be permitted to furnish briefs. In vain the court suggested that such a course was unnecessary, as there was no dispute upon the facts, and he only desired to examine an authority or two on the law. At last the court yielded, and permission was given upon the express understanding that the briefs were not to aggregate more than ten pages. In due course the briefs arrived, there were but ten pages, it is true, but in one of the briefs they were royal octavos, and printed thereon in agate type was matter enough to cover forty pages of ordinary size. No notice was taken of the imposition, the court feeling that any fine imposed upon the author of the brief as a juggler should, in all fairness, be returned to him as a reward for his pre-eminence as a humorist."

Winding-up Notices.

London Gazette.—FRIDAY, May 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ADELPHI THEATRE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to W. B. Pearson, 4, Suffolk st, Pall Mall East, liquidator

AUSTRO-RHODESIAN DEVELOPMENT CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Robert Farrall Masterton, Salisbury House, London wall Burn & Berridge, Old Broad st, solors to liquidator

BROUGHTON AND CRUMPSALL HIGH SCHOOL FOR GIRLS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are requested, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Mr Alfred Shuttleworth, Duchy chmbrs Clarence st, Manchester Hankinson & Son, Manchester, solors for liquidator

FRASER BROTHERS, LIMITED—Petn for winding up, presented May 19, directed to be heard May 2. De Fleury & Co, Seymour pl, Marylebone, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 1

"FRUTHRA" STEAMSHIP CO, LIMITED—Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to James Henry Goodyear, liquidator

KEVAN ELECTRIC CO, LIMITED—Petn for winding up, presented May 19, directed to be heard June 2. Durant, Guildhall chmbrs, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 1

KING BROTHERS (EXPORTERS), LIMITED—Creditors are required, on or before June 29, to send their names and addresses, with particulars of their debts or claims, to David Hendrik Edgar King, 4, New Union st, liquidator

MONFERRATO RAILWAYS, LIMITED—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to James Davenport, 75 and 76, Lombard st. Tamplin & Co, Fenchurch st, solors to liquidator

ROWELL STUART KELMAN & CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 10, to send their names and addresses, and particulars of their debts or claims, to Evelyn Henry Raynward Trenow, Balfour House, Finsbury pvmt. Paines & Co, St Helen's pl, solors to liquidator

SCOWEN, LIMITED—Creditors are required, on or before June 25, to send their names and addresses, and the particulars of their debts or claims, to Charles Osborn and Thomas Carr, 6, Broad st pl, liquidators

SIMPLE LIFE FOOD CO, LIMITED—Creditors are required, on or before June 22, to send in their names and addresses, with particulars of their debts or claims, to Charles William Gray, 7, Boscastle rd. Phillips, St Martin's ct, Westminster, solor for liquidator

TRANTOMS, LIMITED—Creditors are required, on or before June 15, to send their names and addresses, and the particulars of their debts or claims, to Charles Dyter Trantom and John Howe Bourne, Chicago bldgs, Whitechapel, Liverpool. Gorst, Liverpool, solor to liquidators

W. A. WILSON & CO, LIMITED—Creditors are required, on or before June 24, to send in their names and addresses, and the particulars of their debts or claims, to Percival Walter Ardran, 41, North John st, Liverpool. Menzies & Co, Liverpool, solors for liquidator

WATSON & BARLOW, LIMITED—Creditors are required, on or before June 22, to send their names and addresses, and the particulars of their debts or claims, to T. Dudley Cocke, 44, Gresham st, liquidator

WILLIAMS & SON, LIMITED—Petn for winding up, presented May 15, directed to be heard June 2. Sandford & Co, Howard House, Arundel st, Strand, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 1

YSTALYFERA IRON AND TIN PLATE CO, LIMITED—Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to John T. Newton, Wiesbaden Works, Wiesbaden rd, Stoke Newington, liquidator

London Gazette.—TUESDAY, May 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CALCUTTA LEAD MILLS (BETTS AND OTHERS), LIMITED—Creditors are required, on or before June 12, to send their names and addresses, and the particulars of their debts or claims, to William Knight Wenham, 27, Martin's ln, Cannon st, liquidator

HALEY COMPOSITIONS CO, LIMITED—Creditors are required, on or before July 2, to send their names and addresses, and the particulars of their debts or claims, to Charles Edwin Hudson, care of Hillearys, Fenchurch bldgs, solors for liquidator

AWADRON ESTATE, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to James Henry Mitchiner, 35, Mark ln, liquidator

T. ELWELL & SON, LIMITED—Petn for winding up, presented May 21, directed to be heard at the Court House, Priory st, Dudley, on June 9. Thorne & Haslam, Wolverhampton, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 4

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Warrington.
Monday	June 1	Mr. Theed	Mr. Synge	Mr. Beal	Mr. Farmer
Tuesday	2	Greswell	Theed	Goldschmidt	Borrer
Wednesday	3	Synge	Tindal King	Church	Greswell
Thursday	4	Borrer	Bloxam	Synge	Beal
Friday	5	Tindal King	Leach	Theed	Goldschmidt

Date.		Mr. Justice Swinfen Eady.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday	June 1	Mr. Tindal King	Mr. Church	Mr. Greswell	Mr. Leach
Tuesday	2	Bloxam	Synge	Beal	Farmer
Wednesday	3	Leach	Theed	Goldschmidt	Borrer
Thursday	4	Farmer	Tindal King	Church	Greswell
Friday	5	Borrer	Bloxam	Synge	Beal

The Whitsun Vacation will commence on Saturday, the 6th day of June, 1908, and terminate on Tuesday, the 9th day of June, 1908, both days inclusive.

Circuits of the Judges.

The following Judges will remain in town: The LORD CHIEF JUSTICE OF ENGLAND and SUTTON, J., during the whole of the Circuits; the other Judges till their respective commission days.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

SUMMER ASSIZES, 1908.	N. Eastern.	Western.	Oxford.	Midland.	N. Wales, Chester, and Glamorgan.	S. Wales and Chester.	Northern.	S. Eastern.
Commission Days.	Grantham, J. (1) Bigham, J. (2)	Lawrance, J. (1) Phillimore, J. (2)	Ridley, J. (2) A. T. Lawrence, J. (1)	Darling, J. (2) Bray, J. (1)	Channell, J.	Lord Coleridge, J.	Bucknill, J. (1) Pickford, J. (2)	Walton, J. (1) Jelf, J. (2)
Tuesday, May 19					Newtown		Dates not yet fixed.	
Thursday " 21					Dolgelly			
Saturday " 23					Carnarvon			
Monday " 25		Winchester 2				Haverfordwest		Huntingdon
Wednesday " 27					Beaumaris			Cambridge
Friday " 29						Lampeter		Fri., May 29
Saturday " 30								B. St. Edmunds
Monday, June 1		Salisbury			Ruthin	Carmarthen		Tues., June 2
Wednesday " 3			Reading	Aylesbury				
Thursday " 4		Dorchester			Mold			Norwich
Friday " 5						Brecon		Tues., June 9
Saturday " 6				Bedford				
Tuesday " 9		Wells	Oxford			Presteign		
Wednesday " 10				Northampton				
Thursday " 11			Worcester					Chelmsford
Saturday " 13				Leicester				Wed., June 17
Monday " 15		Bodmin						
Thursday " 18			Gloucester					Hertford
Friday " 19		Exeter 2		Oakham				Tues., June 23
Saturday " 20				Lincoln				
Monday " 22								Lewes
Wednesday " 24	Durham 2							Mon., June 29
Thursday " 25			Monmouth					
Friday " 26		Bristol 2						
Saturday " 27				Derby				Maidstone
Tuesday " 30			Hereford					
Friday, July 3			Shrewsbury					Thurs., July 9
Saturday " 4	Newcastle 2	(End)		Nottingham 2				
Thursday " 9			Stafford 2			* Chester 2		Guildford
Friday " 10	York 2			Warwick				Fri., July 17
Tuesday " 14								
Wednesday " 15	Leeds 2					* Swansea 2		
Thursday " 16			Birmingham 2					
Friday " 17								
Tuesday " 21								(End)
Thursday " 30	(End)		(End)		(End)			

* These dates are subject to alteration.

The Property Mart.

Sales of the Ensuing Week.

June 2.—Messrs. GARRETT, WHITE, & POLAND, at the Mart, at 1: Freehold Property and Building Sites (see advertisement, p. iv., this week).

June 2.—Messrs. DRIVER, JONAS, & Co., at the Angel Hotel, Abergavenny, at 2: Freehold Residential and Sporting Estate (see advertisement, p. iii., this week).

June 4.—Messrs. STIMSON & SONS, at the Mart, at 2: Freehold Ground-rents, Freehold and Leasehold Houses, and Warehouse, and Stabling Premises (see advertisement, p. iv., this week).

June 4.—Messrs. FOSTER & CRANFIELD, at the Mart, at 2: Reversions, Absolute Reversions, and Debentures (see advertisements, p. v., this week).

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 15.

ADAMSON, ROBERT LAURENCE, Purley, Surrey June 13 Turner & Hopton, Finsbury pvmnt

BARRACLOUGH, JOHN ALBERT, Shipley, Yorks June 20 Wright & Co, Bradford

BATSON, ELIZABETH, Feltham June 14 Garland, Feltham

BAYLES, EMILY, Bushey, Herts July 1 Andrew & Co, Gt James st, Bedford row

BEACH, JOSEPH, St Mary's grove, Chiswick, Accountant June 3 Plowman, Bishopsgate st Without

BLACKMORE, THOMAS, Gt Titchfield st, Tailor June 10 James, Lincoln's inn fields

BRADBURY, MARY ANN, Lindley, Huddersfield June 12 Rowntree, Oldham

BRIDGE, MARY LOUISA, Cheltenham June 30 Ticehursts & Co, Cheltenham

BROWN, ALFRED JOHN, Sanderstead, Surrey June 15 Hooper-Watts, Bush ln, Cannon st

BURCHELL, ELIZABETH MARIAN, Gloucester gdns, Hyde Park July 1 Hortin, Edgware rd

CHURCHYARD, ARTHUR, Walbrook, Wine Merchant June 8 Francomb, Manchester

CLARKE, JOHN JOSEPH, Brighton June 2 Finch & Jennings, Gray's inn sq

COOK, JOSEPH DIXON, Odessa, Russia June 24 Taylor, Lincoln's inn fields

CROSFIELD, SYDNEY MOALAND, Heswall, Chester June 22 Davies & Co, Warrington

DAVIES, ANN, Bradford June 15 Wright & Co, Bradford

EVERITT, WILLIAM SMITH, Sparkhill, Yardley, Worcester June 18 Howlett, Birmingham

GRIFFITHS, JOSEPH, Welshampton, nr Ellesmere, Salop, Farmer June 1 Thomas, Ellesmere

GROOM, JAMES, Roman rd, Old Ford, Corn Merchant June 15 Timbrell & Deighton, King William st, London Bridge

GUNNING, EMILY, Thurloe sq, Brompton June 30 Eland & Co, Trafalgar sq, Charing Cross

HAND, WILLIAM EAKIN, Moss Side, Manchester May 23 Lloyd & Davies, Manchester

HARRIS, ANN, Bettws Newydd, Mon June 19 Gardners & Heywood, Abergavenny

HARVEY, MARY, Beccles June 20 Thirkell, Ryde, I of W

HAYDON, JOHN, Newton Abbot, Devon June 24 Webster & Watson, Newton Abbot

HEYWOOD, SAMUEL, King st, Cheapside June 30 Upperton & Co, Lincoln's inn fields

HIGGINS, FREDERICK WILLIAM, Bromley June 30 Hayward & Co, Rochester

JACKSON, LOUISA, Shiplake, Oxford July 1 Andrew & Co, Gt James st, Bedford row

JACOBS, FREDERICK MARK, Crayford, Kent, Miller June 13 Baynes, Dartford

JAMES, NATHANIEL SIMMONS, Brighton June 11 Hardwick & Blaber, Brighton

JARRETT, THOMAS, Bishopston, Bristol June 22 Wansey & Meade-King, Bristol

JEFFORD, ANNIE ELIZABETH ALLWARD, Bournemouth June 11 Hardwick & Blaber, Brighton

KEVAN, ANN, St Ann's hill, Wandsworth June 12 Ellis & Collier, John st, Bedford row

KEVAN, JAMES, Bolton June 12 Holdens & Cannon, Bolton

LARNER, JOSEPH, Sirhowy, nr Tredegar, Mon, Coachman June 27 Phillips, Tredegar

MAYOR, JACOB FREDERIC, Geneva June 13 Morgan & Co, Old Broad st

MIDDLETON, LOUISA, Grimsby June 23 Smith, Surrey st, Victoria Embankment
MOULD, THEODOSIA CHARLOTTE, Boscombe, Bournemouth May 30 D'Angibau & Malim, Boscombe
MOULD, THOMAS RAWLINGS, Boscombe, Bournemouth May 30 D'Angibau & Malim, Boscombe
NICHOLES, FREDERICK ENNAS, Staines rd, Hounslow June 24 Pope, Devereux ct, Temple
NIMMOW, JOHN CUMMING, Brixton rd, Brixton June 15 Holt & Co, Charles st, St James' sq
PARRY, REECE EDMOND, St Mary Axe June 24 Bright & Sons, George st, Mansion House
PRESSLEY, EDWARD, Clifton, Bristol, Chemist June 13 Anstey, Bristol
ROUTLEDGE, WALTER GRAHAM, Newcastle upon Tyne, Dental Surgeon May 31 Clayton & Gibson, Newcastle upon Tyne
SESSIONS, CHARLOTTE, Boscombe, Bournemouth May 30 D'Angibau & Malim, Boscombe
SEWELL, ALICE ORPHIA, Hornchurch, Essex June 24 Bloomfield, Romford
SHUBROOK, JOSEPH, Gracechurch st, Chartered Accountant June 15 Crump & Son, Leadenhall st
SMITH, SUSAN, Adam st, Portman sq June 12 Cooper & Bake, Portman st, Portman sq
SPOONER, ANNA FRANCES, Rushmere, Suffolk June 30 Cobbold & Co, Ipswich
STAMER, WILLIAM JOHN ALEXANDER, Juan les Pins Alpes Maritimes, France June 30 Paines & Co, St Helen's pl
STEPHENSON, RACHEL, Manchester, Refreshment House Keeper June 8 Wiles & Thompson, Rochdale
STOTT, JOHN, Knowl Syke, Wardle, nr Rochdale, Joiner June 8 Wiles & Thompson, Rochdale
TATE, CALEB ASHWORTH, Alleyn pk, West Dulwich June 20 J H & J Y Johnson, Lincoln's inn fields
THAL, MORRIS VAN, Sutherland av, Maida Vale June 26 M M van Thal, 52, Cheapside
TURNER, ABRAHAM, South Shore, Blackpool, Grocer June 8 Wiles & Thompson, Rochdale
WADE, WILLIAM, Eccleshill, Bradford, Grocer June 15 Newton, Bradford
WALLACE, ROBERT FRENCH ALGERNON, Kildare ter, Bayswater June 12 Cooper & Bake, Portman st, Portman sq
WATTS, WILLIAM, Gt Yarmouth June 5 Burton & Son, Gt Yarmouth
WATSON, EMMA MARIAN, Clifton, Bristol June 24 Press & Press, Bristol
WHITEHOUSE, WILLIAM, Handsworth, Staffs, Commercial Traveller June 15 Glaisyer & Co, Birmingham
WELLS, The Hon ALLADA HARRIOT GRENVILLE, Radcliffe st, Radcliffe sq June 15 Hastles, Lincoln's inn fields
WILLIAMS, BERESFORD, Barcombe, Sussex June 11 Knapp-Fisher & Sons, Buckingham gate, Westminster
WILSON, ELIZABETH, Banbury, Oxford June 9 Fairfax, Banbury
YEOMAN, ALEXANDER, Truro rd, Wood Green, Copper Plate Engraver June 16 Hutchinson & Co, Lincoln's inn fields

London Gazette.—TUESDAY, May 19.

ALLEN, MARY LOUISA, Ladywood, Birmingham June 30 Turner & Hadfield, Birmingham
BAINES, FANNY JANE TALBOT, Horsham June 20 Collis, Stourbridge
BIRLEY, CHARLES ADDISON, Bartle Hall, nr Preston, Lancs June 29 Dickson & Son, Kirkham, Lancs
BISSELL, GEORGE HAWKER, Netherton, Worcester, Cooper June 2 Hinds, Stourbridge
BROWN, JOHN, Marden Farm, nr Hertford June 13 Sworder & Longmore, Hertford
BRYANT, WILLIAM, Warmley, Glos June 24 Luckett, Bristol
BUDD, MATILDA JANE, Digbys, nr Exeter June 16 Shenton & Pain, Winchester
BURTON, GEORGE, Stoke upon Trent May 30 Challinors, Hanley
BYNG, JULIA BERTHA, Ipswich June 20 Sheard & Co, Clement's inn
CHALLEN, JOHN, Midhurst June 16 Johnson & Clarence, Midhurst
CLARK, THOMAS BRADLEY, Beeston, Notts, Butcher June 24 Clifton & Co, Nottingham
DICKINSON, JOHN, Kidburngill, Arlecdon, Cumberland, Yeoman June 20 Brockbank & Co, Whitehaven
DUKE, ROBERT, Gilesgate Moor, Durham June 18 Carpenter, Durham
ECKERSLEY, ROBERT, Astley Bridge, Bolton, Lancs June 15 Seddon, Bolton
FRIDAY, ROBERT HENRY, Barnet, Butcher June 24 Boyes & Son, Barnet
FROST, GEORGE, Leeds, Market Gardener June 1 Milner, Leeds
FROST, SELINA, Eastrington, Yorks June 1 Milner, Leeds
GILBERT, EDWARD, Westcliff on Sea, Essex June 30 Tippetts, Maiden la
GOETZ, EDWARD, Withington, Manchester, Merchant June 30 Innes, Manchester
GREEN, JAMES THOMAS, Purley, Mining Engineer July 1 Jones & Co, Coleman st
HALLETT, JOHN REVANS, Princes sq, Bayswater June 15 Smith & Co, Bread st, Cheapside
HAMILTON, JOHN, Hammersmith rd June 30 Tippetts, Malden la
HANDLEY, WILLIAM HOPPETT, Bournemouth July 1 Jones & Co, Coleman st
HARRIS, RICHARD CANNELL, Hove, Sussex June 20 Bartlett & Gregory, New sq, Lincoln's inn
HARRISON, THOMAS, Northfield, Worcester July 1 Pinsent & Co, Birmingham
HARTS, EDWARD, Wells, Somerset June 20 Foster, Wells
HELBERT, FREDERICK JOHN HELBERT, Victoria sq, Buckingham Palace rd June 19 Upperton & Co, Lincoln's inn fields
HILL, EMMA, Slough June 15 Barrett & Son, Slough
JENKINS, EDWARD, Pontrhydfendigaid Gwnnws Upper, Cardigan June 28 C & W Kenshole, Aberdare
KITCHING, ISABELLA MARY, Finborough, nr Stowmarket June 24 Waddilove & Johnson, Knightrider st, Doctors' Commons
LARNACH, JANE ELIZABETH, Brambletye, East Grinstead June 20 Hastles, Lincoln's-inn-fields
LEONARD, WILLIAM, Handsworth, Medallist May 30 Rankin & Millar, West Bromwich
LIGHTFOOT, SAMUEL, Tushingham, Chester, Farmer May 28 Lee, Whitchurch, Salop
MAUNDRELL, GEORGE, Tunbridge Wells July 13 Gower, Tunbridge Wells
MILSOME, THOMAS, Winchester June 24 Bowker & Sons, Winchester
MOSSOP, JOHN, Calderbridge, Cumberland, Farmer June 22 Brockbank & Co, Whitehaven
NICOLE, CHARLES FREDERICK, Ely, Cambs June 24 Wootten, Ely
NORRIS, EDWARD SAMUEL, Barons Down, Lewes May 31 Monier-Williams & Robinson, Gt Tower st
PARKER, JOHN, Burton in Lonsdale, Yorks, Pot Manufacturer June 20 Thompson & Co, Lancaster
PARTINGTON, JAMES, Harborne, nr Birmingham, Commercial Clerk June 16 Eaves, Birmingham
PREWETT, FREDERICK THOMAS, Golden sq, Fashion Plate Publisher June 29 Williams & Co, New Broad st
PRICE, MILBOROUGH, Ludlow, Salop June 24 Weyman & Co, Ludlow
SKINNER, CLIFTON WYNDHAM HILARY, Newport, Mon July 1 Valpy & Co, Lincoln's inn fields
SMITH, THOMAS, Clewer, Berks June 5 Lovegrove & Durant, Windsor
STOTT, LAURA, Hove, Sussex July 4 Davenport & Co, Hastings
DRAPER, KATHERINE, Tull, New Windsor June 10 Lovegrove & Durant, Windsor
WHITESIDE, THOMAS, Blackpool, Joiner May 30 Butcher, Blackpool

Bankruptcy Notices.

London Gazette.—FRIDAY, May 22.

RECEIVING ORDERS.

ASHWORTH, ANDREW, Burnley, Furniture Broker Burnley Pet May 19 Ord May 19
AUFHOLZ, KARL, Balcombe st, Marylebone High Court Pet April 8 Ord May 19
BEAL, ALFRED, and STEPHEN JOHN HUBBARD, Gravesend, Builders Rochester Pet May 6 Ord May 18
BUTLER, ALBERT, Tredegar rd, Bow, Clerk High Court Pet May 19 Ord May 19
CHALMERS, ROBERT, Birmingham, Lamp Manufacturer Birmingham Pet April 23 Ord May 18
COOPER, TOM, Smethwick, Staffs, Iron Agent West Bromwich Pet March 16 Ord May 15
CORCOS, SOLOMON HAIM, Broughton Park, Salford, Merchant Salford Pet April 29 Ord May 29
DALTON, HENRY JOHN, Melbourne grove, East Dulwich, Furniture Dealer High Court Pet April 29 Ord May 19
DANIEL, JOHN, Battersea Park rd, Domestic Machinery Dealer High Court Pet April 7 Ord May 19
DRAPER, JOSEPH, Church rd, Battersea, Box Manufacturer Wandsworth Pet May 18 Ord May 18
EASTWOOD, ALBERT, Guiseley, nr Leeds, Butcher Leeds Pet May 20 Ord May 20
ELLIS, REGINALD GEORGE, Devonport Plymouth Pet May 19 Ord May 19
FOUNTAIN, WILLIAM LEONARD, Lincoln, Boot Maker Lincoln Pet May 20 Ord May 20
GATH, WILLIAM, and HERBERT GATH, Bradford, Packing Case Makers Bradford Pet May 20 Ord May 20
HALL, ROBERT, Ripon, Yorks, Woodleader Northallerton Pet May 16 Ord May 16
HARDING, WALTER, Market Lavington, Wilts, Carpenter Bath Pet May 19 Ord May 19
HARDY, WILLIAM, Leicester, Butcher Leicester Pet May 18 Ord May 18
HARTLEY, CHARLES VICKERS, Bradford, Painter Bradford Pet May 18 Ord May 18
HIRD, GEORGE HENRY, York, Commission Agent York Pet May 19 Ord May 19
JAMES, JOHN ELISHA BOND, Bristol, Builder Bristol Pet May 19 Ord May 19
JOHN, JOSIAH, Clydach, Llangyfelach, Glam, Tailor Neath Pet May 20 Ord May 20
LEWIS, MOSS, Wigmore st, Ladies' Belt Manufacturer High Court Pet March 25 Ord May 20
LORD, FRED, Bradford, Stuff Merchant Bradford Pet May 8 Ord May 20
MANSELL, WILLIAM ROBERT, Ballasalla, Isle of Man Madeley Pet May 13 Ord May 18
MEE, JOHN THOMAS, Loughborough, Tailor Leicester Pet May 18 Ord May 18
MOSES, WILLIAM, Leeds, Rag Merchant Leeds Pet May 20 Ord May 20
ORR, JOHN, Out Rawcliffe, nr Garstang, Lancs, Farmer Preston Pet May 18 Ord May 18
PAPPACENA, ALFREDO ROBERTO GIACOMO FRANCESCO, Florian rd, Putney, Foreign Correspondence Clerk Wandsworth Pet May 18 Ord May 18
RANSON, WALTER ROBERT, Ipswich, Jobbing Coach Builder Ipswich Pet May 19 Ord May 19
ROBB, JAMES HENRY, Brislington, Somerset, Outfitter's Assistant Bristol Pet May 19 Ord May 19
SMITH, WILLIAM STANLEY, Bryntirion, Bersham, nr Wrexham, Denbigh Wrexham Pet May 18 Ord May 18
STARKEY, ARTHUR, Kingsley, Chester, Licensed Victualler Warrington Pet May 20 Ord May 20
THOMPSON, ADA, Chesterfield, Draper Chesterfield Pe May 19 Ord May 19
WALTERS, DAVID, Mardy, Glam, Grocer Pontypridd Pet May 18 Ord May 18
WILLSON, THOMAS H, Old Gravel la, Stepney, Builder High Court Pet April 14 Ord May 18
WOOD, WILLIAM CORNELIUS, Kingston upon Hull, Labourer Kingston upon Hull Pet May 19 Ord May 19
WOODS, FRANCIS EDWIN, Manchester, Chemist Manchester Pet May 5 Ord May 18

Amended notice substituted for that published in the London Gazette of May 19:

BATHEW, ERNEST WILMOT, Warrington Warrington Pet April 2 Ord May 15

FIRST MEETINGS.

AUFHOLZ, KARL, Balcombe st, Marylebone June 2 at 11 Bankruptcy bldgs, Carey st
BARTLETT, ERNEST GEORGE, Leeds, Painter June 1 at 12 Off Rec, 24, Bond st, Leeds
BEAL, ALFRED, and STEPHEN JOHN HUBBARD, Gravesend, Builders June 1 at 12.15 115, High st, Rochester
BUTLER, ALBERT, Tredegar rd, Bow, Clerk June 2 at 12 Bankruptcy bldgs, Carey st
CALLCOT, JOHN HOPE, Vesta rd, Brockley, Engineer June 1 at 11 Bankruptcy bldgs, Carey st

CHANDLER, FREDERICK LOUIS, Ramsgate, Baker June 4 at 9.15 68A, Castle st, Canterbury

DALTON, HENRY JOHN, Melbourne grove, East Dulwich, Furniture Dealer June 1 at 1 Bankruptcy bldgs, Carey st

DANIEL, JOHN, Battersea Park rd, Domestic Machinery Dealer June 1 at 12 Bankruptcy bldgs, Carey st

DOWDING, ALFRED, Chorley, Lancs, Grocer June 3 at 3 19, Exchange st, Bolton

DRAPER, JOSEPH, Church rd, Battersea, Box Manufacturer June 1 at 11.30 132, York rd, Westminster Bridge

EMBLING, FRANCIS, Portsmouth, Confectioner June 1 at 3 Off Rec, Cambridge junc, High st, Portsmouth

FISHER, THOMAS WALLACE, Barrow in Furness, Butcher June 3 at 11.15 Off Rec, 16, Cornwallis st, Barrow in Furness

FOUNTAIN, WILLIAM LEONARD, Lincoln, Boot Maker June 4 at 12.30 Off Rec, 31, Silver st, Lincoln

GATH, WILLIAM, and HERBERT GATH, Bradford, Packing Case Makers June 4 at 11 Off Rec, 12, Duke st, Bradford

GRIFFITHS, THOMAS, and ISAAC GRIFFITHS, Birmingham, Bakers June 2 at 12 191, Corporation st, Birmingham

HARDY, WILLIAM, Leicester, Butcher June 1 at 12 1, Berridge st, Leicester

HARRISON, FRANK FORSTER, Prittlewell, Essex, Commercial Clerk June 1 at 3 14, Bedford row

HARTLEY, CHARLES VICKERS, Bradford, Painter June 3 at 11 Off Rec, 12, Duke st, Bradford

HIRD, GEORGE HENRY, York, Commission Agent June 2 at 3 Off Rec, The Red House, Duncombe pl, York

JACKS, JONATHAN, Ipswich, Blacksmith June 3 at 2 Off Rec, 36, Princes st, Ipswich

JONES, DAVID, Bronant, Lledrod, Cardigan, Farmer June 3 at 12.30 Town hall, Aberystwyth

KAMPERS, NICOLAAS JAN, Slough June 1 at 12 14, Bedford row

LEWIS, JOSHUA JAMES, Aberystwyth, Butcher June 3 at 12.15 Town Hall, Aberystwyth

LEWIS, WILLIAM MANSELL, Pontycymmer, Glam May 30 at 12 Off Rec, 117, St Mary st, Cardiff

LORD, FRED, Bradford, Stuff Merchant June 4 at 2.30 Off Rec, 12, Duke st, Bradford

MACKAY, DANIEL BAIN, Coatham, Redcar, Yorks June 2 at 11 Off Rec, 8, Albert rd, Middlesbrough

MADELOFF, MARKS, Leeds, Cabinet Maker June 1 at 11 Off Rec, 24, Bond st, Leeds

MANNING, STEPHEN, Barnack and Ufford, Northampton, Blacksmith June 1 at 12.45 The George Hotel, Stamford

MANSELL, WILLIAM ROBERT, Ballasalla, I of M June 1 at 11 Charlton Arms Hotel, Wellington, Salop

MORRIS, DAVID JOHN, Carmarthen, Woollen Manufacturer May 30 at 11.30 Off Rec, 4, Queen st, Carmarthen

PAPPACENA, ALFREDO ROBERTO GIACOMO FRANCESCO, Florian rd, Putney, Clerk June 1 at 11.30 132, York rd, Westminster Bridge

PEPPIETTE, JAMES ALBERT, Yardley, Worcester, Baker June 2 at 11 30 191, Corporation st, Birmingham

PHILLIPS, JOHN HOWELL, Whitland, Llangan, Carmarthen, Butcher May 30 at 11 Off Rec, 4, Queen st, Carmarthen

RANSON, WALTER ROBERT, Ipswich, Jobbing Coach Builder June 3 at 2.15 Off Rec, 36, Princes st, Ipswich

REAVELEY, GEORGE HENRY, Gainsborough, Lincs, Wholesale Confectioner June 4 at 12 Off Rec, 31, Silver st, Lincoln

THOMAS, THOMAS HENRY, Neston, Chester, Builder June 1 at 2.30 Off Rec, 35, Victoria st, Liverpool

TURNER, WINIFRED ELIZABETH, Bournemouth, Professional Nurse June 1 at 2 Messrs Curtis & Sons, 188, Old Christchurch rd, Bournemouth

WALTERS, DAVID, Mardy, Glam, Grocer June 2 at 10.30 Off Rec, Post Office chmbrs, Pontypridd

WILLIAMS, EVAN RICHARD, Llandilo, Carmarthen, Blacksmith May 30 at 12 Off Rec, 4, Queen st, Carmarthen

WILSON, THOMAS H, Old Gravel ln, Stepney, Builder June 1 at 12 Bankruptcy bldgs, Carey st

WOLFENDEN, JOHN PROCTER, Crosshills nr Keighley, Yorks, Farmer June 1 at 11 Off Rec, 12, Duke st, Bradford

WOOD, WILLIAM CORNELIUS, Kingston upon Hull, Labourer May 30 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull

WOODS, FRANCIS EDWIN, Manchester, Chemist May 30 at 11 Off Rec, Byrom st, Manchester

ADJUDICATIONS.

ASHWORTH, ANDREW, Burnley, Furniture Broker Burnley Pet May 19 Ord May 19

AUSTEN, ARTHUR GODWIN, Cranleigh, Surrey Guildford Pet Nov 7 Ord May 12

BATHEW, ERNEST WILMOT, Warrington Warrington Pet April 2 Ord May 19

BENNETT, HERBERT EDGAR, Brighton, China Dealer Brighton Pet May 16 Ord May 18

BUCHHOLZ, WILLIAM, St Paul's churchyard High Court Pet Feb 13 Ord May 19

BUTLER, ALBERT, Tredegar rd, Bow, Clerk High Court Pet May 19 Ord May 19

CHASTON, HARRY, New King's rd, Fulham, Gas Inspector High Court Pet May 16 Ord May 19

DICKS, VALENTINE, Pennard mans, Shepherd's Bush, Traveller High Court Pet March 30 Ord May 19

DRAPER, JOSEPH, Church rd, Battersea, Box Manufacturer Wandsworth Pet May 18 Ord May 18

EASTWOOD, ALBERT, Guiseley, nr Leeds, Butcher Leeds Pet May 20 Ord May 20

ELLIS, REGINALD GEORGE, Devonport Plymouth Pet May 19 Ord May 19

FOUNTAIN, WILLIAM LEONARD, Lincoln, Boot Maker Lincoln Pet May 20 Ord May 20

GATH, WILLIAM, and HERBERT GATH, Bradford, Packing Case Makers Bradford Pet May 20 Ord May 20

HALL, ROBERT, Ripon, Yorks, Woodleader Northallerton Pet May 16 Ord May 16

HARDING, WALTER, Market Lavington, Wilts, Carpenter Bath Pet May 19 Ord May 19

HARDY, WILLIAM, Leicester, Butcher Leicester Pet May 18 Ord May 18

HARTLEY, CHARLES, VICKERS, Bradford, Painter Bradford Pet May 18 Ord May 18

HIRD, GEORGE HENRY, York, Commission Agent York Pet May 19 Ord May 19

ILES, ROBERT, Swift st, Fulham, Builder High Court Pet March 24 Ord May 18

JACKSON, FRED, Liverpool, Mathematical Instrument Dealer Liverpool Pet March 25 Ord May 18

JOHN, JOSIAH, Clydach, Llangyfelach, Glam, Tailor Neath and Aberavon Pet May 20 Ord May 20

KAISER, ABRAM, Fremont st, King Edward rd, South Hackney High Court Pet April 7 Ord May 16

LUCKETT, WILLIAM JOHN, Chatham, Tobacconist Rochester Pet May 20 Ord May 20

MEE, JOHN THOMAS, Loughborough, Tailor Leicester Pet May 18 Ord May 18

MERRY, THOMAS, Northampton, Auctioneer Northampton Pet April 16 Ord May 18

MILLER, JOHN MELBOURNE, Horne, Horley Croydon Pet Feb 27 Ord May 21

MOSES, WILLIAM, Leeds, Rag Merchant Leeds Pet May 20 Ord May 20

MUIR, WILLIAM JOSEPH, Camden st, Camden Town High Court Pet April 15 Ord May 16

ORR, JOHN, Out Rawcliffe, nr Garstang, Lancs, Farmer Preston Pet May 18 Ord May 18

PAPPACENA, ALFREDO ROBERTO GIACOMO FRANCESCO, Florian rd, Putney, Foreign Correspondence Clerk Wandsworth Pet May 18 Ord May 18

QUARTERMAINE, THOMAS, Shoreham, Sussex, Painting Contractor Brighton Pet April 28 Ord May 18

RANSON, WALTER ROBERT, Ipswich, Jobbing Coach Builder Ipswich Pet May 19 Ord May 19

ROBB, JAMES HENRY, Bridlington, Somerset, Outfitter's Assistant Bristol Pet May 19 Ord May 19

SMITH, WILLIAM STANLEY, Bersham, nr Wrexham, Denbigh Wrexham Pet May 18 Ord May 18

STARKEY, ARTHUR, Kingsley, Chester, Licensed Victualler Warrington Pet May 20 Ord May 20

THOMAS, THOMAS HENRY, Neston, Cheshire, Builder Birkenhead Pet April 25 Ord May 14

THOMPSON, ADA, Chesterfield, Draper Chesterfield Pet May 19 Ord May 19

WALTER, LOUIS, Shoreditch, Tailor High Court Pet April 9 Ord May 19

WALTERS, DAVID, Mardy, Glam, Grocer Pontypridd Pet May 18 Ord May 18

WILES, JOHN WILLIAM, Croydon, Builder Croydon Pet Jan 30 Ord May 18

WOLFENDEN, JOHN PROCTER, Crosshills, nr Keighley, Yorks, Farmer Bradford Pet May 16 Ord May 19

WOOD, WILLIAM CORNELIUS, Kingston upon Hull, Labourer Kingston upon Hull Pet May 19 Ord May 19

WOODS, FRANCIS EDWIN, Manchester, Chemist Manchester Pet May 5 Ord May 20

Amended notice substituted for that published in the London Gazette of May 15:

ROBERTS, WALTER GEORGE, Leicester sq High Court Pet March 4 Ord May 7

Amended notice substituted for that published in the London Gazette of April 3:

SHEARMAN, THOMAS GEORGE, Enfield, Stationer Edmonton Pet Feb 26 Ord May 28

London Gazette,—TUESDAY, May 26.

RECEIVING ORDERS.

ASHWORTH, ISABELLA, Brierfield, Lancs Burnley Pet May 8 Ord May 21

BADGER, FREDERIC WILLIAM, Newport, Mon, Printer's Manager Newport, Mon Pet May 22 Ord May 22

BAILEY, JOHN CHARLES, Kingston upon Hull, Plumber Kingston upon Hull Pet May 21 Ord May 21

BELL, SIDNEY ERNEST, Croydon, Billiard Table Manufacturer Croydon Pet May 21 Ord May 21

BROWN, THOMAS, and JOHN BOND, Birkdale, Lancs, Builders Liverpool Pet May 21 Ord May 21

BUTTERWORTH, ALFRED, Heywood, Lancs, Iron Driller Bolton Pet May 19 Ord May 19

CHERRY, LOUISA, Nottingham, Fancy Draper Nottingham Pet May 21 Ord May 21

COLBY, MAUD MARY, Princess rd, Regent's Park, Fish Dealer High Court Pet May 22 Ord May 22

CROASDELL, SAMUEL THOMAS, Workington, Cumberland, Consulting Engineer Cockermouth Pet May 2 Ord May 22

DAVIS, JOHN, Bloxwich, Grocer Walsall Pet May 20 Ord May 20

EWELL, GEORGE, and THOMAS HEAD, Short Heath, nr Wolverhampton, Licensed Victuallers Wolverhampton Pet May 9 Ord May 22

GAULTER, EDWARD, Bolton, Gardener Bolton Pet May 20 Ord May 20

GOACHER, ERNEST, Worksop, Notts, Electrical Engineer Sheffield Pet May 19 Ord May 23

GROOM, EMERSON FORSTER, New st, St Martin's ln, Map Publisher High Court Pet March 17 Ord May 22

HALL, AUBREY EGERTON, Woodville gdns, Ealing, Engineer High Court Pet May 22 Ord May 22

HARRISON, JOHN, Northwich, Stonemason Crewe Pet May 21 Ord May 21

HOWSON, WILLIAM, Ecclesall, Sheffield, Builder Sheffield Pet May 21 Ord May 21

JACKSON, WILLIAM ARTHUR, Leicester, Coal Merchant Leicester Pet May 21 Ord May 21

JAMESON, CLARA, Middlesbrough, Caterer Middlesbrough Pet May 7 Ord May 23

JONES, ARTHUR JAMES, Llanbradach, Glam, Colliery Labourer Pontypridd Pet May 22 Ord May 22

LEE, WILLIAM HERBERT, Southport, Assistant Storekeeper Liverpool Pet May 21 Ord May 21

LEWIN, GEORGE, Reading, Club Steward Reading Pet May 20 Ord May 20

LUCAS, JOHN WESTLEY, Durham, Cycle Dealer Durham Pet May 22 Ord May 22

LUMSDEN, JOHN THOMAS, Waterloo, Blyth, Northumberland, Tailor Newcastle on Tyne Pet May 23 Ord May 23

MESSENGER, JOSEPH, Ramsgate, Fish Merchant High Court Pet April 24 Ord May 22

MILLER, FREDERICK JOHN, Reading, Storekeeper Reading Pet May 22 Ord May 22

MORTON, ALBERT EDWARD, Abersychan, Mon, Builder Newport, Mon Pet May 23 Ord May 23

MURRAY, JOSEPH THOMSON, Gunterstone rd, West Kensington, Accountant High Court Pet April 8 Ord May 20

OSTLERE, ARTHUR, Nottingham pl, Baker st, Merchant High Court Pet Feb 19 Ord May 20

PATEMAN, TAYLOR, Medbourne, Leicester, Licensed Victualler Leicester Pet May 23 Ord May 23

PATTISON, HENRY, Belle Vue, Shrewsbury, Chemist Shrewsbury Pet May 22 Ord May 22

PILKINGTON, JOHN WILLIAM, Chorley, Lancs, Beerseller Bolton Pet May 21 Ord May 21

PRICE, FANNIE, Liverpool, Confectioner Liverpool Pet April 24 Ord May 21

RECKWELL, THOMAS SAMUEL, Bermondsey st, Bermondsey, Undertaker High Court Pet May 22 Ord May 22

REES, WILLIAM, Waunwen, Swansea, Copperworker Swansea Pet May 23 Ord May 23

ROBINSON, WILLIAM, Nottingham, Jeweller Nottingham Pet May 21 Ord May 23

ROUND, FREDERICK ALBERT, Wootton Wawen, Warwick, Baker Warwick Pet May 22 Ord May 22

SELLERS, HERBERT BURDETT, Preston, Manchester Goods Merchant Preston Pet May 23 Ord May 23

SHEPHERD, GEORGE ALBERT, Seven Kings, Ilford, Essex, Builder Chelmsford Pet March 26 Ord April 22

SMITH, JAMES, Wetherby, Yorks, Veterinary Surgeon York Pet May 21 Ord May 21

STIMPSON, WILLIAM, King's av, Clapham Park, Brewer Wandsworth Pet May 22 Ord May 22
TEMPLE & Co, W G, Kentish Town rd, Engineers High Court Pet April 15 Ord May 21
WEBBER, FRANK CLARE, Bristol, Goldsmith Bristol Pet May 1 Ord May 22
WILLIAMS, CHARLES, Penygraig, Llanerchymedd, Anglesey, Coal Merchant Bangor Pet May 22 Ord May 22
WOOD, ARTHUR ERNEST, Wigginton, Yorks, Gardener York Pet May 21 Ord May 21
WRIGHT, G R, Bradford, Merchant Bradford Pet May 6 Ord May 20

Amended notice substituted for that published in the London Gazette of May 19:

CALCOTT, JOHN HOPE, Brockley, Engineer High Court Pet April 9 Ord May 7

FIRST MEETINGS.

ARNOLD, HENRY, St George, Bristol June 3 at 11.45 Off Rec, 26, Baldwin st, Bristol
BAILEY, JOHN CHARLES, Kingston upon Hull, Plumber June 3 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull
BATHEW, ERNEST WILMOT, Warrington June 3 at 2.30 Off Rec, Byrom st, Manchester
BELL, SIDNEY ERNEST, Croydon, Billiard Table Manufacturer June 3 at 11.30 132, York rd, Westminster Bridge
BENNETT, HERBERT EDGAR, Brighton, China Dealer June 3 at 11 Off Rec, 4, Pavilion bldgs, Brighton
BODILL, ADOLPHUS, New Brighton, Commission Agent June 3 at 11 Off Rec, 35, Victoria st, Liverpool
BUTLER, JOHN, Bangor, Carter June 3 at 12 Crypt chmbrs, Eastgate row, Chester
BUTTERWORTH, ALFRED, Heywood, Iron Driller June 4 at 3 19, Exchange st, Bolton
CARTER, WILLIAM, Ash, Kent, Baker June 4 at 9.30 Off Rec, 68A, Castle st, Canterbury
COLBY, MAUD MARY, Princess rd, Regent's Park, Fish Dealer June 4 at 12 Bankruptcy bldgs, Carey st
DAVIES, JOHN, Blaenau Festiniog, Merioneth, Confectioner June 3 at 12.30 Crypt chmbrs, Eastgate row, Chester
EASTWOOD, ALBERT, Guiseley, nr Leeds, Butcher June 3 at 11 Off Rec, 24, Bond st, Leeds
FLETCHER, JOSEPH, Dore, Derby, Joiner June 4 at 11.30 Off Rec, Figtree ln, Sheffield
GAULTER, EDWARD, Bolton, Gardener June 5 at 3 19, Exchange st, Bolton
GROOM, EMERSON FORSTER, New st, St Martin's ln, Map Publisher June 5 at 12 Bankruptcy bldgs, Carey st
HADLEY, HENRY THOMAS, Smethwick, Staffs, Baker June 4 at 12.30 191, Corporation st, Birmingham
HAIR, WILLIAM MCGAIRN, Leigh on Sea, Essex, Clerk June 3 at 12 14, Bedford row
HALL, AUBREY EGERTON, Woodville gdns, Ealing, Engineer June 5 at 11 Bankruptcy bldgs, Carey st
HALL, ROBERT, Ripon, Yorks, Woodleader June 3 at 11 Off Rec, 8, Albert rd, Middlesbrough
HARRIS, ARTHUR JAMES, and ROBERT SELLEN, Cardiff, Wallpaper Merchants June 3 at 3 Off Rec, 117, St Mary st, Cardiff
HARRIS, CHARLES ALBERT, Derby, Draper June 3 at 12 Off Rec, 47, Full st, Derby
HOWSON, WILLIAM, Ecclesall, Sheffield, Builder June 4 at 12 Off Rec, Figtree ln, Sheffield
HUGHES, HUGH, Berthengam, Trelogan, nr Holywell, Llanasa, Flint, Builder June 3 at 2.30 Crypt chmbrs, Eastgate row, Chester
JONES, ARTHUR JAMES, Llanbradach, Glam, Colliery Labourer June 4 at 10.30 Off Rec, Post Office chmbrs, Pontypridd
LEWIS, MOSS, Wigmore st, Ladies' Belt Manufacturer June 3 at 11 Bankruptcy bldgs, Carey st
LUCKETT, WILLIAM JOHN, Chatham, Tobacconist June 15 at 12.15 115, High st, Rochester
MEE, JOHN THOMAS, Loughborough, Tailor June 3 at 12 Off Rec, 1, Berridge st, Leicester
MESSENGER, JOSEPH, Ramsgate, Fish Merchant June 5 at 2.30 Bankruptcy bldgs, Carey st
MOSES, WILLIAM, Leeds, Rag Merchant June 3 at 11.30 Off Rec, 24, Bond st, Leeds
MUMFORD, THOMAS WATTS, Hastings, Lodging House Keeper June 23 at 2.30 County Court Offices, 24, Cambridge rd, Hastings
MURRAY, JOSEPH THOMPSON, Gunnersbury rd, West Kensington, Accountant June 3 at 12 Bankruptcy bldgs, Carey st
ORR, JOHN, Out Rawcliffe, nr Garstang, Lancs, Farmer June 5 at 10 Off Rec, 13, Winckley st, Preston
OSTLERE, ARTHUR, Nottingham pl, Baker st, Merchant June 3 at 1 Bankruptcy bldgs, Carey st
PATTISON, HENRY, Shrewsbury, Chemist June 3 at 11.30 Off Rec, 22, Swan hill, Shrewsbury.
PILKINGTON, JOHN WILLIAM, Chorley, Lancs, Beerseller June 5 at 3.30 19, Exchange st, Bolton
PLACKETT, HENRY, Draycott, Derby, Coal Dealer June 3 at 11 Off Rec, 47, Full st, Derby
RADLEY, ALBERT GEORGE, Easton in Gordano, Somerset, Insurance Broker June 3 at 11.30 Off Rec, 26, Baldwin st, Bristol
RECKNELL, THOMAS SAMUEL, Bermondsey st, Bermondsey, Undertaker June 4 at 11 Bankruptcy bldgs, Carey st
REILLY, THOMAS, Longton, Grocer June 4 at 11.30 Off Rec, King st, Newcastle, Staffs
SCRIVEN, GEORGE, Stafford, Baker June 5 at 2.30 Swan Hotel, Stafford
SMITH, HENRY, Sparkbrook, Birmingham, Baker June 4 at 11.30 191, Corporation st, Birmingham
SMITH, JAMES, Wetherby, Yorks, Veterinary Surgeon June 5 at 3.30 Off Rec, The Red House, Duncombe pl, York
STARKEY, ARTHUR, Kingsley, Cheshire, Licensed Victualler June 3 at 3 Off Rec, Byrom st, Manchester
STIMPSON, WILLIAM, King's av, Clapham Park, Brewer June 4 at 11.30 132, York rd, Westminster Bridge
TEMPLE & Co, W G, Kentish Town rd, Engineers June 4 at 12 Bankruptcy bldgs, Carey st
WARD, WILLIAM JAMES' Penarth, Glam, Journalist June 4 at 3 Off Rec, 117, St Mary st, Cardiff
WISE, ARTHUR, New Brialington, Bristol, Compositor June 3 at 12 Off Rec, 26, Baldwin st, Bristol
WOOD, ARTHUR ERNEST, Wigginton, Yorks, Gardener June 5 at 3 Off Rec, The Red House, Duncombe pl, York
WRIGHT, G R, Bradford, Merchant June 5 at 11 Off Rec, 12, Duke st, Bradford

ADJUDICATIONS.

BADGER, FREDERIC WILLIAM, Newport, Printer's Manager Newport, Mon Pet May 22 Ord May 22
BAILEY, JOHN CHARLES, Kingston upon Hull, Plumber Kingston upon Hull Pet May 21 Ord May 21
BELL, SIDNEY ERNEST, Croydon, Billiard Table Manufacturer Croydon Pet May 21 Ord May 21
BROWN, THOMAS, and JOHN BOND, Birkdale, Builders Liverpool Pet May 21 Ord May 21
BUTTERWORTH, ALFRED, Heywood, Lancs, Iron Driller Bolton Pet May 19 Ord May 19
CHALMERS, ROBERT BENJAMIN, Birmingham, Lamp Manufacturer Birmingham Pet April 28 Ord May 22
CHERRY, LOUISA, Nottingham, Fancy Draper Nottingnam Pet May 21 Ord May 21
COLBY, MAUD MARY, Princess rd, Regent's Park, Fish Dealer High Court Pet May 22 Ord May 22
COOPER, TOM, Smethwick, Staffs, Iron Agent West Bromwich Pet March 16 Ord May 22
CORCOS, SOLOMON HAIM, Broughton Park, Salford, Merchant Salford Pet April 29 Ord May 23
CROASDELL, SAMUEL THOMAS, Keswick, Consulting Engineer Workington Pet May 22 Ord May 22
DALTON, HENRY JOHN, Melbourne grove, East Dulwich, Furniture Dealer High Court Pet April 29 Ord May 22
DAVIS, JOHN, Bloxwich, Staffs, Grocer Walsall Pet May 20 Ord May 20
DYMOND, SAMUEL, and ALFRED HENRY CHARD, Bristol, Millers Bristol Pet May 11 Ord May 21
GRAHAM, JAMES, Richmond, Confectioner Wandsworth Pet May 7 Ord May 23
GURDON-REBOW, HECTOR JOHN, Eaton pl Windsor Pet Dec 20 Ord May 16
HALL, AUBREY EGERTON, Woodville gdns, Ealing, Engineer High Court Pet May 22 Ord May 22
HARRISON, JOHN, Northwich, Stonemason Crewe Pet May 21 Ord May 21
HENDERSON-ROE, CHRISTOPHER GORDON, Crediton, nr Exeter High Court Pet April 1 Ord May 21
HOWSON, WILLIAM, Ecclesall, Sheffield, Builder Sheffield Pet May 21 Ord May 21
JACKSON, WILLIAM ARTHUR, Leicester, Coal Merchant Leicester Pet May 21 Ord May 21
JONES, ARTHUR JAMES, Llanbradach, Glam, Colliery Labourer Pontypridd Pet May 22 Ord May 22
KIRKNESS, GEORGE EDGAR, and OCTAVIUS ALLEN KIRKNESS, Scarborough, Jewellers Scarborough Pet April 14 Ord May 23
LEE, WILLIAM HERBERT, Southport, Assistant Storekeeper Liverpool Pet May 21 Ord May 21
LEWIN, GEORGE, Reading, Club Steward Reading Pet May 20 Ord May 20
LEWIS, JOSHUA JAMES, Aberystwyth, Butcher Aberystwyth Pet May 13 Ord May 19
LORD, FRED, Clayton Heights, nr Bradford, Stuff Merchant Bradford Pet May 8 Ord May 22
LUCAS, JOHN WESTLEY, Durham, Cycle Dealer Durham Pet May 22 Ord May 23
LUMSDEN, JOHN THOMAS, Waterloo, Blyth, Northumberland, Tailor Newcastle on Tyne Pet May 23 Ord May 23
MANSELL, WILLIAM ROBERT, Heron Dene, Ballasalla, I of M Madeley Pet May 13 Ord May 23
MILLER, FREDERICK JOHN, Reading, Storekeeper Reading Pet May 22 Ord May 22
MORTON, ALBERT EDWARD, Abersychan, Monumental Mason Newport, Mon Pet May 23 Ord May 23
PATEMAN, TAYLOR, Medbourne, Leicester, Licensed Victualler Leicester Pet May 23 Ord May 23
PATTISON, HENRY, Belle Vue, Shrewsbury, Chemist Shrewsbury Pet May 22 Ord May 22
PILKINGTON, JOHN WILLIAM, Chorley, Lancs, Beerseller Bolton Pet May 21 Ord May 21
REES, WILLIAM, Waunwen, Swansea, Copper Worker Swansea Pet May 23 Ord May 23
REILLY, THOMAS, Longton, Grocer Stoke upon Trent Pet May 4 Ord May 22
RICHARDSON, GEOFFERY GORDON, Norwich Pet Feb 18 Ord May 22
ROBINSON, WILLIAM, Nottingham, Jeweller Nottingham Pet May 21 Ord May 23
SELLERS, HERBERT BURDETT, Preston, Manchester Goods Merchant Preston Pet May 23 Ord May 23
SMITH, JAMES, Wetherby, Yorks, Veterinary Surgeon York Pet May 21 Ord May 21
STIMPSON, WILLIAM, King's av, Clapham Park, Brewer Wandsworth Pet May 22 Ord May 22
THOMAS, FREDERICK, Covent garden, Market Gardener High Court Pet April 24 Ord May 22
WILLIAM, CHARLES, Penygraig, Llanerchymedd, Anglesey, Coal Merchant Bangor Pet May 22 Ord May 22
WOOD, ARTHUR ERNEST, Haxby, Yorks, Gardener York Pet May 21 Ord May 21
WRIGHT, GEORGE RIPLEY, Bradford, Merchant Bradford Pet May 6 Ord May 22

ADJUDICATION ANNULLED.

BIRLEY, HORACE CLAUDE VICTOR, and THOMAS BICKSETH BIRLEY, Liverpool, Solicitors Liverpool Adjud May 1, 1902 Annul May 22, 1908 (So far as regards Thomas Bicksteth Birley)

NAMES OF CASES REPORTED IN THE SOLICITORS' JOURNAL & WEEKLY REPORTER

FROM NOVEMBER 2ND, 1907, TO APRIL 25TH, 1908 (INCLUSIVE).